

EXHIBIT 2

Subcontract

HENSEL PHELPS CONSTRUCTION CO. Contractor

Issuing Office	• 1600 Tysons Blvd., Suite 800 Tysons Corner, VA 22102
	• Contractor License Number in State of Project if Applicable _____
Subcontractor	• Parkinson Construction Company
Subcontract	• Masonry
Project	• Gravity Axis Warehouse
Project Number	• 2020143-0401000

This Subcontract consists of 19 pages numbered 1 of 19 through 19 of 19 and attachments numbered: 2A – 2C and 19A – 19E

Please initial each page where indicated, affix authorized signature(s) .



Contractor



Subcontractor

SUBCONTRACT

THIS SUBCONTRACT is made and entered into this 15th day of February by and between

Parkinson Construction Company

Attention: Nigel Parkinson

7826 Eastern Ave, NW Suite 502

Phone: 240.508.6762

Washington, DC 20012

Fax: N/A

hereinafter referred to as the Subcontractor and Hensel Phelps Construction Co., hereinafter referred to as the Contractor.
WITNESSETH: That for and in consideration of the mutual promises and covenants herein contained, the Subcontractor and the Contractor agree as follows:

SECTION A. The Subcontractor covenants, promises and agrees to furnish all material and personal property and to diligently and fully perform all work hereinafter described for the construction of **Gravity Axis Warehouse**, hereinafter referred to as the Project, to be located at **Ft. Meade, MD**, for the use and benefit of **United State Army Corp. of Engineers, Baltimore (USACE)**, hereinafter referred to as the Owner, in strict accordance with the Contract between the Contractor and the Owner entered into **January 30, 2020** and hereby made a part of this Subcontract by reference; all to the satisfaction of the Contractor, the Owner, and the representative authorized by the Owner to interpret and judge the performance of the aforesaid Contract and named therein as architect, engineer, contracting officer, or otherwise, when such representative shall have been designated as the Owner's Authorized Agent; and all of which shall be done in timely, faithful and strict compliance with this Subcontract and all the Subcontract Documents described and defined in Section D, Article 1, hereof and elsewhere herein.

SECTION B. The Subcontractor agrees to furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the portions of the work described as follows:

Furnish and install all **Masonry** as described in the following documents (collectively referred to hereinafter as "the Contract Documents"):

1. II.E.01.02 – Notice of Award W912DR20C004 – FINAL 20200130
2. Conformed Documents - Volume 1, dated September 27, 2019
3. Conformed Documents - Volume 2, dated September 27, 2019
4. Conformed Documents - Volume 3, dated September 27, 2019
5. HP BAFO GAW Tech_Prop_Vol 3 Factor 3_Technical-Design Solution 20190906
6. HP BAFO GAW Tech_Prop_Vol 4 Factor 4_SBPP 20190906
7. HP BAFO GAW Tech_Prop_Vol 5 Factor 5_Price Proposal 20190906
8. Fast Track FT #1 IFC, dated June 25th, 2020
9. Fast Track FT #2 Rev 2 IFC, dated December 23, 2020
10. Geotechnical Report prepared by Langan Engineering, dated May 27, 2020
11. 65% Overall Building Design Submission, dated August 28th, 2020
12. 95% Overall Design Rev 1 Documents Submission Dated January 5th, 2021
13. UG MEP, Foundations, Structural IFC Documents Dated January 5th, 2021
14. Pre-Demolition Hazardous Building Materials Assessment Report prepared by Langan, dated July 28th, 2020
15. Exhibit A – December 2020 CPM Schedule
16. Exhibit B – Job Information Policy (JIP) Brochure
17. Exhibit C – Quality Control Plan
18. Exhibit D – September 2020 Site Utilization Plan
19. Exhibit E – MEP Coord Matrix
20. Exhibit F – Design Coordination Matrix
21. Exhibit G – Design Quality Control Plan

All work and materials described in Division 1 (as applies), and Specifications:

1. Division 1 – General Requirements RFP Volume – Volume 2)
2. 04 20 00 – Unit Masonry



Contractor



Subcontractor


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
All work shall be in accordance with the Contract Documents with the following being the only exceptions:

1. On Site Testing and Inspections (By MCE)
2. Caulking at TOW (By Caulking Subcontractor)
3. Caulking of masonry control joints (By Caulking Subcontractor)
4. Furnish and install firesafing at CMU partitions (By Caulking Subcontractor)
5. Furnish hollow metal door frames (By DFH Subcontractor)
6. Furnish and install masonry TOW clips (By Eisenhart Joist and Deck, Inc.)
7. Set HM door frames in drywall (By DFH Subcontractor)

Your attention is specifically called to the following items, which are included in this Agreement but without limiting the scope of work as provided above.

1. US Department of Labor Wage Decision MD MD200039 dated 1/3/2020 and certified payroll as required by the contract documents.
2. Escalation of material prices included for the duration of the project.
3. 100% payment and performance bonds.
4. Compliance with the Buy American Act.
5. Compliance with LEED v4.0 Silver Certification.
6. All work must be coordinated with the Hensel Phelps Superintendent prior to start of any work.
7. Provide all surveying, staking and layout required for this scope of work.
8. Supply of masonry dumpster for masonry waste
9. All equipment used by this Subcontractor onsite shall be maintained in good working order and in compliance with EM 385-1-1. This Subcontractor shall inspect all equipment prior to use and monitor equipment while performing this scope to ensure no fluids are leaking from equipment. This Subcontractor will repair immediately and remediate any leakages to the full satisfaction of the Contractor's Project Superintendent.
10. Water and wash racks will be provided by the Contractor. Subcontractor to wash all tires to prevent track out. Subcontractor will also be responsible for sweeping roadways.
11. Provide all temporary power and task lighting required for your work.
12. Provide temporary heat as required for your work.
13. Temporary construction water will be made available on site. It is the responsibility of this subcontractor to distribute water to work areas.
14. Provide mobilizations as required to accommodate the phasing and project schedule.
15. Sales and use taxes, insurance costs, and fees associated with any licenses, trade permits, fees associated with inspections, or applications associated with this scope of work. This project is not tax-exempt.
16. Subcontractor is responsible for all hoisting, unloading, storage, protection and shakeout of materials under this scope of work.
17. Verify all substrates are within tolerance prior to start of work. Provide written notice to Hensel Phelps immediately upon identification of unacceptable substrates.
18. Full-time Project Manager/QC representative/Safety representative, while performing work on site. Full time onsite Project Superintendent with authority, responsibility, and capability of coordinating and directing all trades and work by this subcontractor and its lower tiers.
19. This subcontractor will provide all scaffolding, with approved safety rails, access ladders, etc. as required, per latest state and federal OSHA requirements, to complete work under this agreement. 100% Fall Protection is required at 6 ft. and above.
20. All scaffolding is to be inspected by a competent person on at beginning of each shift and tagged accordingly. Subcontractor to provide Contractor with a daily inspection report documenting inspections.


Contractor


Subcontractor

21. All submittals, engineering, shop drawings, samples, data, testing, quality assurance, and operation and maintenance manuals are included within this Subcontract.
22. Provide any and all coordination services required by the Contract Documents and necessary to thoroughly coordinate this scope with all other work.
23. The normal work hours for construction shall be four (4) ten-hour days from 6:30 a.m. to 4:30 p.m. Under this schedule, Fridays will be used for making up schedule delays caused by this Subcontractor, adverse weather, and/or holidays at the direction of Contractor's Superintendent. Any request to work outside these hours must be provided in writing to Contractor fourteen calendar days prior to the desired day of alternate work hours and will be subject to the discretion of the Contractor's Superintendent.
24. Furnish and install complete all masonry as required by the Contract Documents. Provide all accessories, anchors, and attachments for work under this scope for a complete and functional system as required by the Contract Documents, including but not limited to: masonry ties, joint filler, dowels, adjustable masonry anchors, joint reinforcement, bond beams, masonry lintels, flashings, bond breaker strips, reinforcing rebar, etc.
25. Provide work in accordance with the ATFP requirements.
26. Include protection of all materials stored on site (including reinforcing steel). Materials stored on site shall be placed on adequate dunnage to support materials off the ground. All materials shall be clean of dirt, mud, etc. prior to installation. All block stored onsite shall be covered for weather protection.
27. Furnish and install all control joints (exclusive of caulking) located in masonry work. Provide control joints layout submittal drawing for approval prior to the start of work.
28. Furnish and install all bond beams and CMU lintels as indicated on the Contract Documents. Utilize bond beam block or lintels of a different color to clearly distinguish bond beam/lintel locations. Pencil marking bond beams is insufficient.
29. Furnish and install all pilasters and wall piers as indicated on the Contract Documents.
30. Grouting of walls and beam pockets as indicated on the Contract Documents.
31. Coordinate with other trades for appropriate rough opening / pocket sizes in masonry walls for doors, access doors, ductwork, piping, conduit, electrical boxes, fire extinguisher cabinets, etc. Furnish and install bond beams as required to span opening.
32. Installation of hollow metal frames in CMU and Tilt-up. Furnish and install complete all grouting of all hollow metal door frames set in masonry and in tilt-up. Certify that all frames installed are plumb and square prior to proceeding with the work and at completion of grouting frames. Confirm certification with the Contractor's Project Superintendent.
33. Bullnose block at exterior corners except in bathrooms.
34. Provide OSHA approved impalement protection as required on reinforcing associated with this scope.
35. Furnish and install all reinforcing steel at CMU walls. Drill and epoxy of rebar dowels into slab per details is included for all CMU walls except for the large 3-line wall.
36. Install all miscellaneous steel materials such as embed plates, leveling plates, steel lintels, other steel items embedded in masonry (materials furnished by Eisenhart Joist and Deck, Inc.). Coordinate layout with Contractor's Superintendent.
37. Provide solid surface at the top of all rated walls requiring smoke and/or fire stopping to allow for the construction of a rate assembly. Solid surface may be accomplished by bond beam. Solid cap block or other method deemed acceptable for the assembly.
38. Daily cleanup of mixer area, scaffolding and all other work areas, and full compliance with local, state, and federal SWPP requirements including the project Environmental Protection Plan (EPP). Includes any area that mud is drug into roadways. Responsibility of Subcontractor to repair subgrade back to original condition. Daily cleanup of masonry trash and debris to masonry dumpsters provided by this Subcontractor. All work areas shall be left broom clean at the end of each work shift. Forklift on inside shall have non-staining tire, diaper underside. Forklift pathways to remain free of any debris that may damage slab including block debris and stone.
39. Spread sand or utilize plastic film to eliminate mortar "sticking" to floor slabs and staining floors. Completely clean all mortar and grout from slabs after completion of work in each area (Note, exposed concrete floors called out on finish schedule, shall be protected and cleaned as required). Store block to prevent any damage to the slab. Any costs to remediate or repair exposed concrete floors due to Subcontractor's failure to protect the floor will be borne by the Subcontractor.
40. Perform point up and final cleaning of all exposed masonry work within 7 days of each wall or portion thereof being completed and provide for protection of adjacent finished materials where required. All exterior and interior CMU walls shall be left in a "paint ready" condition.

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Subcontractor

41. Subcontractor responsible for point up as needed after prime coat is applied.
42. Provide all temporary bracing and shoring required for this scope of work per OSHA requirements, including anchoring deadmen as required. Wall bracing to be left in place until permanent structure is installed. Deadmen to be removed from project site after use. If the slab is used instead of deadmen then this Subcontractor is responsible for repairing the slab.
43. Protect from damage and dirt all adjacent finished work during the progress of installation under this scope.
44. Coordinate with 3rd party testing agency for all field-testing requirements and reporting as required by the Contract Documents.
45. It is the responsibility of this Subcontractor to coordinate his scope of work with other trades whose work it interfaces with. Provide representation during other trades' installation that interface with your scope of work as appropriate to deal with potential coordination and interface issues.
46. Install all access doors located within Masonry (materials furnished by others).
47. Provide heating equipment, fuel, fire watch, etc. as required to heat masonry materials and work area as required to meet the construction schedule during periods of inclement weather.
48. Construct Partitions to meet the Fire Rating, STC/NIC and UL assemblies, as required.
49. Provide As-builts of completed work.

SCHEDULE:

Approximate Masonry Start Date: August 2021

COST:

The amount of the Agreement has been calculated as follows:

Masonry	\$ 755,000
Payment & Performance Bond	w/Above
Total	\$ 755,000

SECTION C. The Contractor agrees to pay the Subcontractor for the full, faithful and complete performance of this

Subcontract the sum of **SEVEN HUNDRED AND FIFTY-FIVE THOUSAND AND NO/100 DOLLARS**

(\$755,000), subject to additions and deductions for changes agreed upon in writing as hereinafter set forth or as otherwise authorized hereinafter; and Contractor further agrees to make all partial and final payments on account thereof in accordance with the terms and provisions of the Subcontract Documents including, but without restriction thereto, the provisions of Section D, Article 5 of this Subcontract.



Contractor



Subcontractor

SECTION D. GENERAL PROVISIONS.

ARTICLE 1 - DEFINITIONS.

(a) The term "Contract" as used herein refers to the contract between the Owner and the Contractor for construction of the Project.

(b) The term "Contract Documents" as used herein refers to the "Contract" between the Owner and the Contractor, together with all plans, drawings and specifications, including the General Conditions, Supplemental General Conditions, and Special Conditions, Addenda, Amendments, and/or instruments of like effect issued by or on behalf of the Owner as a part of the Contract; together with any and all other documents or instruments referred to or incorporated in the aforesaid "Contract" and "Contract Documents" and/or as identified by the Owner's Authorized Agent.

(c) The term "Subcontract" as used herein refers to this Subcontract together with any exhibits, attachments, addenda, or other documents incorporated herewith or referred to herein; and in addition any supplemental written agreements made and entered into by the parties hereto subsequent to the date of execution of this Subcontract.

(d) The term "Subcontract Documents" as used herein refers jointly and/or severally to the aforesaid "Contract," "Contract Documents" and "Subcontract" together with any and all alternate proposals which may be exercised or incorporated in this Subcontract, all Contract change orders issued by the Owner subsequent to the bidding and identified specifically in or incorporated by change order into this Subcontract; and all written instructions, notices, directives, job schedules, the "Job Information and Policy Brochure," and documents, specifically referred to in this Subcontract. In the event of any conflict between the terms of the Subcontract and the Contract Documents, the terms of the Subcontract shall govern.

(e) The Subcontract Documents shall not include any proposals, correspondence or agreements made or alleged to have been made between the Contractor and the Subcontractor unless specifically identified and incorporated in writing herein.

ARTICLE 2 - COMPLIANCE WITH CONTRACT DOCUMENTS.

(a) The Contract Documents, as defined in the Contract, are hereby incorporated by reference. Subcontractor will not do, or fail to do, any act relating to Subcontractor's work, if by reason of such act or failure to act, Contractor would be in breach of or fail to comply with the Contract Documents.

(b) In addition to the provisions of this Subcontract, Subcontractor is bound to Contractor by and agrees to assume toward Contractor all of the obligations, liabilities, responsibilities, conditions, requirements, duties and any representations and certifications that Contractor, by either the Contract or under applicable law, assumes toward or is bound to Owner, directly or indirectly, to the extent the Contract and the applicable law apply to the work described in Section B of this Subcontract. Subcontractor is bound to the same limitations, restrictions and conditions upon its rights, remedies and redress toward Contractor as Contractor is so limited, restricted and conditioned toward the same rights, remedies and powers toward Subcontractor as Owner may exercise, directly or indirectly, toward contractor under the Contract or applicable law.

(c) When requested to do so by the Contractor, Subcontractor agrees to submit a list of any proposed sub-subcontractors and suppliers, and Subcontractor shall not delegate, assign, sublet, or further subcontract to others the performance of any of its obligations or work required or contemplated by this Subcontract without prior written consent of the Contractor, which shall not be unreasonably withheld. To the extent the Contract Documents call for the Subcontractor to consent to the assignment of the Subcontract by Contractor to Owner or Owner's Project lender if elected by Owner or such lender, Subcontractor hereby consents to such an assignment.

ARTICLE 3 - EXISTING CONDITIONS.

(a) Subcontractor acknowledges that it was its responsibility, prior to entering into this Subcontract, to investigate and familiarize itself with all laws, ordinances, and regulations applicable to its work under this Subcontract; with the availability of personnel, workmen, material, supplies, equipment, power, utilities, fuel and other requirements for the performance of the Subcontract and, with respect to each of the foregoing, the cost and suitability thereof; with the prevailing wage scales, benefits and working conditions; with the character and content of all other contracts related to the Project, including such separate prime contracts as may have been awarded by the Owner; the character and content of purchase orders and arrangements for supplies and material to be furnished by the Contractor for the use of Subcontractor; with all options, site considerations and restrictions, lease agreements, royalties, prevailing weather and climatological conditions and history; and any other factors which may affect Subcontractor's work under this Subcontract. The Subcontractor hereby warrants and agrees that it has investigated all such matters and familiarized itself therewith to the extent that it, in its sole discretion, deems necessary. Subcontractor further agrees that Contractor shall not be liable to Subcontractor on any claim for additional payment or additional time or any other relief if such claim directly or indirectly results from Subcontractor's failure to investigate and familiarize itself sufficiently with the conditions under which this Subcontract is to be performed, including the foregoing but without restriction thereto, or from any misunderstanding thereof on the part of the Subcontractor.

(b) If the Subcontractor encounters surfaces or work which it considers unsatisfactory and which affect the work under this Subcontract, or if the Subcontractor encounters any other condition upon which it may base a claim for extra compensation, extra time, or any other type of claim, it shall be its duty to give written notice to the Contractor prior to commencing any work involving said conditions in order to allow the Contractor to inspect said conditions and to make such arrangements and take such steps as Contractor deems necessary. In the absence of such notice to the Contractor,



Contractor



Subcontractor

Subcontractor shall be fully and solely responsible and liable for any and all expense, loss, or damage resulting from said condition and Contractor shall be relieved of all liability in connection therewith.

ARTICLE 4 - ENTIRE AGREEMENT. This Subcontract constitutes the entire agreement between the parties and contains all of the covenants, stipulations, and provisions agreed upon by the parties. This Subcontract supersedes and takes precedence over all proposals, correspondence, discussions and oral agreements between the Subcontractor and Contractor, if any concerning the subject matter hereof, made prior to and including the date hereof, and not specifically identified and incorporated in writing in this Subcontract. This Subcontract includes all alternatives, changes, addenda, amendments or any other instruments of like effect made, issued, or exercised by the Owner or the Owner's Authorized Agent through the date hereof. No agent or representative of either party hereto has authority to make, and the parties shall not be bound by, or liable for, any statement, representation, promise, or agreement not specifically set forth in this Subcontract. Except as otherwise provided for herein, no changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties hereto.

ARTICLE 5 - PAYMENT.

(a) Provided Subcontractor's rate of progress and general performance are satisfactory to the Contractor, and provided the Subcontractor is in compliance with the Subcontract Documents, the Contractor will make partial payments to the Subcontractor as provided in the Contract Documents in an amount equal to 90% of the estimated value of work and materials incorporated in the construction and of materials delivered to the Project site and suitably stored by the Subcontractor, to the extent of Subcontractor's interest in the amounts allowed thereon and paid to Contractor by the Owner less the aggregate of previous payments. In the event payment is allowed by Owner for materials stored off-site, such materials shall be stored in a bonded warehouse covered by property and theft insurance which includes Contractor and Owner as additional insureds. Payment will be made by check mailed to the Subcontractor within seven (7) working days of receipt of collected funds paid to the Contractor by the Owner under the Contract. Unless otherwise required by law, final payment will be made within thirty (30) days after the work called for hereunder has been completed by the Subcontractor to the satisfaction of the Owner and the Contractor has received from the Owner written acceptance thereof together with payment in full for Subcontractor's portion of the work. Final payment is further subject to Contractor's determination that all of the terms, conditions, requirements and covenants of the Subcontract Documents have been well and truly met and discharged by Subcontractor. To the extent permitted by applicable law, receipt by Contractor of the corresponding payment from Owner is acknowledged and agreed by the Subcontractor to be an express condition precedent to the Subcontractor's right to receive payment from the Contractor. Subcontractor acknowledges that it is sharing in the risk that Owner may fail to make one or more payments to Contractor for all or a portion of the Subcontractor's work, and further acknowledges that it is relying on the Owner's credit for payment.

(b) In the event the Owner is an agency or instrumentality of the United States Government and the provisions of the Prompt Payment Act, as amended (31 U.S.C. § 3901 et seq.), are applicable to the Contract, the following Subparagraphs (b) (i)-(b) (iv) shall be applicable to this Subcontract: (i) Contractor will pay to Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment provision contained in Paragraph (a) of this Article. Interest shall be paid for the period beginning on the day after the required payment date and ending on the date on which payment is made of the amount due. Interest shall be computed at the rate specified in the Prompt Payment Act, as amended (31 U.S.C. § 3901 et seq.). This interest penalty shall not apply when Contractor has not received payment from the Owner pursuant to the Contract. This interest penalty shall not apply to amounts that are withheld from Subcontractor under the provisions of this Subcontract. (ii) Subcontractor shall include a payment clause and an interest penalty clause conforming to the standards set forth in Paragraphs (a) and (b) of this Article in each of its subcontracts and shall also require its subcontractors to include such clauses in their subcontracts and supply contracts with each lower-tier subcontractor or supplier. (iii) Contractor may withhold payment from Subcontractor for its defective work or failure to comply with the Subcontract without incurring any late payment interest penalty by providing written notice to Subcontractor and a copy of such notice to the Owner. The written notice shall specify the following: (1) the amount to be withheld; (2) the specific causes for withholding under the terms of the Subcontract; and (3) the remedial actions to be taken by the Subcontractor in order to receive payment of the amounts withheld. (iv) Subcontractor shall comply with all notice provisions contained in the Prompt Payment Act, as amended (31 U.S.C. § 3901 et seq.). Subcontractor also shall require each of its lower-tier subcontractors and suppliers to comply with the notice provisions of the Prompt Payment Act, as amended (31 U.S.C. § 3901 et seq.).

(c) When requested by the Contractor to do so, the Subcontractor shall, within thirty (30) days of the date hereof or at least thirty (30) days prior to its first application for payment hereunder, submit to the Contractor a complete and accurate schedule of values of the various parts of the Subcontractor's work aggregating the total sum of this Subcontract, itemized and detailed as required by the Contractor and supported by such evidence as to its correctness as the Contractor may direct. This schedule, when approved by the Contractor, shall be used as the basis for making payments unless it is found to be in error or in conflict with the procedures or determinations of the Owner or its representative regarding partial payments to the Contractor. Not later than the last working day of any month for which Subcontractor claims a partial payment, or at such other regular intervals as the Contractor may direct, the Subcontractor shall submit a request for partial payment conforming to the schedule of values and representing a true and accurate estimate of the work completed during the immediately preceding month or such other immediately preceding period as directed and, when required by the Contractor, an accurate inventory of materials suitably stored to permit payment and certified by a representative of the Owner and/or the Contractor. Partial payments will be made only upon application submitted on a form furnished or approved by the Contractor and properly certified by an officer or representative of the Subcontractor. Subcontractor's payment application shall contain such substantiation as Contractor may reasonably require for all amounts requested. The Subcontractor shall certify its



Contractor



Subcontractor

1 application for payment in a form acceptable to the Contractor. Each application shall be accompanied by such additional
2 data, invoices, vouchers, lien and claim waivers, certifications and affidavits as may be required by the Owner and/or as the
3 Contractor may require for proper processing of payments and adequate protection of the premises from potential claims of
4 third parties. It shall be the Subcontractor's sole responsibility to submit each application for payment hereunder in the time
5 and in the manner prescribed herein and on the form provided or approved by Contractor for such purpose and in no instance
6 shall Contractor be liable for the time or sufficiency of payment pursuant to any application or request not complying herewith.
7 The Subcontractor agrees that applications for payment not complying herewith may, at the option of the Contractor, be held
8 over for processing during the month, or other designated billing period next following correction, resubmission or late
9 submission of such application.

10 (d) No partial payment or certificate therefor shall constitute acceptance or approval by the Contractor of the
11 work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Contractor of any
12 right to require fulfillment of all terms of the Subcontract Documents. Neither the final payment nor any partial payment, nor
13 any certificate for either shall constitute acceptance by the Contractor of defective work or improper materials or of any
14 element of Subcontractor's performance determined to be at variance with the Subcontract Documents. Each partial payment
15 and the final payment made hereunder, and the total thereof, will be subject to final audit and adjustment, and the
16 Subcontractor hereby agrees to reimburse the Contractor in the event of overpayment, together with any costs and expenses,
17 including attorneys' fees, the Contractor may incur in securing recovery thereof.

18 (e) Notwithstanding the amounts and times of payments set forth above, the Contractor at any time may make
19 advance payments to the Subcontractor if, in the Contractor's sole discretion, such advances will aid the Subcontractor in the
20 performance of this Subcontract. Such advance payments may be made without notification to the surety on any bond
21 furnished by or on behalf of Subcontractor, and the failure to give such notice will not deprive Contractor of any claim, right, or
22 remedy under any such bond.

23 (f) Contractor reserves the right to make any payment to Subcontractor, including payments due hereunder,
24 through the medium of a check made payable to the joint order of Subcontractor and such of Subcontractor's workmen,
25 materialmen, suppliers or subcontractors, or any of Subcontractor's creditors having potential lien or bond claim rights against
26 the work or the Project.

27 (g) The Contractor may deduct from amounts due or to become due to the Subcontractor pursuant to this
28 Subcontract, any sums due or to become due to the Contractor from the Subcontractor whether or not said sums are in any
29 way related to this Subcontract or Project. Contractor may apply such deducted funds to any account, related or unrelated to
30 this Subcontract or Project, wherein the obligations of the Subcontractor have not been discharged as determined by the
31 Contractor, and wherein the Contractor's interests are directly or indirectly involved.

32 (h) In the event Subcontractor is in default of, or breaches or fails to comply with any provision, covenant or
33 requirements of this Subcontract or the Subcontract Documents; or in the event any person asserts, or indicates it will assert,
34 any lien, claim, demand, or charge against the Project or land or improvements or funds related to the Project, or against the
35 Owner, the Contractor or any surety, arising from Subcontractor's performance of this Subcontract, the Contractor may, at its
36 option, withhold out of any payments due or to become due to the Subcontractor such amounts as the Contractor may deem
37 sufficient to protect and indemnify the Contractor, the Project or the Owner from any and all loss, damage and/or expense
38 therefrom, including attorneys' fees and litigation costs, until the condition requiring such measures has been remedied by the
39 Subcontractor to the satisfaction of the Contractor. If the offending condition is not remedied by the Subcontractor within a
40 reasonable period of time, the Contractor may, at its option, proceed to make application of the withheld funds in whatever
41 manner the Contractor may determine as being in the best interest of itself and/or the Owner. If the Contractor is compelled to
42 expend monies in defending, discharging or otherwise disposing of any claim or lien or other demand in excess of retained or
43 withheld sums, the Subcontractor shall, upon demand, reimburse the Contractor for the excess amount so expended,
44 including reasonable attorneys' fees and costs incurred by Contractor incident to such defense, discharge or disposition,
45 and/or incident to Contractor's collection from Subcontractor of such excess.

46 (i) Notwithstanding anything to the contrary contained or applicable to this Subcontract, and without any
47 limitation as to time, Contractor shall not be obligated to make payments to Subcontractor under this Subcontract: (i) When
48 such payments will leave a balance due Subcontractor which is less than an amount adequate to satisfy all outstanding and
49 subsequent obligations of the Subcontractor for labor, materials, supplies, tools, machines, plant, equipment, services,
50 furnished or to be furnished by Subcontractor in performance of the work required under this Subcontract; (ii) When
51 Subcontractor is or with reasonable probability may become unable to comply with or completely perform this Subcontract; (iii)
52 Whenever the Contractor shall determine the Project is being delayed or is in danger of being delayed by the work of the
53 Subcontractor or by any failure of the Subcontractor to effect timely compliance with any of the technical, administrative or
54 operational requirements of the Subcontract Documents, including subsequent instructions, job schedules and "Job
55 Information and Policy Brochure" instruments issued pursuant to this Subcontract and/or adopted by reference hereto; (iv)
56 Pending satisfactory correction, repair, replacement and/or restoration of faulty or deficient work, materials, supplies,
57 machines, equipment or plant, or of any work rejected as not conforming with this Subcontract or the Subcontract Documents.

58 (j) The Subcontractor agrees and covenants that money received for the performance of this Subcontract shall
59 be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or
60 services exclusively for this Project in connection with this Subcontract and having the right to assert liens or other claims
61 against the land, improvements or funds involved in this Project or against any bond or other security posted by Contractor or
62 Owner; that any money paid to the Subcontractor pursuant to this Subcontract shall immediately become and constitute a trust



Contractor



Subcontractor

fund for the benefit of said persons and firms, and shall not in any instance be diverted by Subcontractor to any other purpose until all obligations arising hereunder have been fully discharged and all claims arising herefrom have been fully paid. The Subcontractor agrees, as a condition precedent to payment hereunder, to furnish the Contractor with such partial and/or final releases and/or waivers of lien, bond or other claims as the Contractor may from time to time request.

(k) If at any time the Contractor shall determine that the Subcontractor's financial condition has become impaired, unstable or unsatisfactory, the Subcontractor shall furnish evidence of the financial ability to complete the Subcontract to the Contractor within three (3) days after written demand thereof is mailed or delivered to Subcontractor and in default of furnishing such evidence satisfactory to Contractor, the Contractor shall have the option to terminate this Subcontract or to initiate such other action as the Contractor may deem necessary for the protection or preservation of its interests and/or the prevention of delay in the efficient and orderly progress of work on the Project, including but not limited to that portion of the work to be performed by Subcontractor hereunder. In the event of such termination, the rights of the Contractor shall be the same as provided in Article 19 of this Subcontract.

(l) The Subcontractor and Contractor agree as follows with respect to the assignment of such payments as may be due or as may become due under this Subcontract: (i) The Subcontractor will make no assignment of the proceeds hereof without the prior written consent of the Contractor, which consent shall not be unreasonably withheld; (ii) In no instance shall the Contractor be obligated to any assignee of the Subcontractor on account of payments at any time made in good faith under any assignment and/or erroneously or inadvertently made to the assignor; (iii) The Contractor shall in no instance be liable to any assignee of the Subcontractor for any amount in excess of the net sums owing Subcontractor hereunder after first deducting any amounts for which Subcontractor may otherwise be obligated or indebted to Contractor; (iv) By making an assignment of the proceeds hereof the Subcontractor agrees to assume full liability for the conveyance to assignees of any payments mistakenly, inadvertently, or otherwise made or addressed to Subcontractor, and Subcontractor agrees to defend and hold harmless the Contractor from any claim or action of any assignee related to this Subcontract.

ARTICLE 6 - UNIT PRICE MEASUREMENT. If the terms of this Subcontract provide for the payment of work performed on a unit price basis, the unit of measurement for payment shall be one for which certified verification of weights of quantities can be furnished at the time of delivery or readily agreed upon. In the event the parties fail to agree on the actual quantities performed, Contractor shall have the right to measure the quantity of work-in-place and make final settlement on the basis of such measurement.

ARTICLE 7 - JOB INFORMATION AND POLICY BROCHURE (JIP) AND QUALITY CONTROL PLAN (QCP).

(a) The Subcontractor and Contractor agree that it would be impractical to recite herein the many administrative and operational requirements governing the efficient execution and management of the work called for hereunder, and further, that determination of all the necessary procedures and schedules may not be completed for promulgation at the date of this Subcontract, and that therefore, as a practical matter, it is desirable and shall be acceptable to both parties hereto that such requirements may be set forth in a separate instrument to be submitted to the Subcontractor as provided herein and shall be adopted as part of this Subcontract. It is therefore agreed that the Contractor may prepare separate project-specific instruments entitled "Job Information and Policy Brochure" (JIP) and "Quality Control Plan" (QCP) and submit them to Subcontractor.

(b) The JIP may set forth specific instructions relative to the delivery, storage and handling of materials; preparation, submission and approval of shop or fabrication drawings, samples, tests, and other data related to the materials, equipment and methods used or proposed for use by Subcontractor in the performance of this Subcontract; the preparation and submission of partial payment requests, sales tax reports, certificates of insurance, performance and payment bonds, lien releases, payroll reports and affidavits, progress reports, accident and accident prevention reports, reports and affidavits relating to employment practices, and any other administrative reports or submittals required by the Subcontract Documents; job progress schedules and/or revisions thereof; tentative, confirmed, and/or revised delivery and starting dates; equipment loan and rental policies, backcharge and "extra" charge procedures and policies; services to be furnished by the Contractor; safety and first aid or emergency medical treatment requirements for the Project, safety programs applicable to the Project; policies and procedures for cleanup and removal of trash and debris, control of traffic and employee parking, hauling and storage of materials; and policies and procedures governing the use of shared facilities including those facilities furnished by the Contractor. In addition thereto, the JIP may include instructions, directives, and information of any and all such additional matters as the Contractor deems appropriate.

(c) The QCP will contain information relating to guidance, standards and documentation for delivering the level of construction quality required by this Subcontract.

(d) Subcontractor shall promptly review and note the contents of the JIP and QCP when received, and shall notify the Contractor at once in writing of any objection thereto and set forth in detail the part or parts to which objection is raised. If required to do so by the Contractor, Subcontractor shall promptly acknowledge receipt of the JIP and QCP in the manner prescribed, and Subcontractor's failure to do so may, at the option of the Contractor, constitute grounds for withholding payment hereunder. Should no notification stating Subcontractor's objections be received in the Contractor's office within seven (7) days following receipt by Subcontractor of the JIP and/or QCP, then such instrument(s) shall automatically become a part of this Subcontract and shall be of the same force and effect as if recited herein verbatim. In the event that within said seven (7) day period Subcontractor shall furnish Contractor written notification of any specific objections to the JIP or QCP, all of the parts and provisions of them to which there are no specific written objections shall automatically become a part of this Subcontract. The provisions objected to shall become the subject of further discussion and negotiation between parties at the earliest practical date, and said parts may be modified by mutual agreement or, if agreement cannot be attained, shall, at the



Contractor



Subcontractor

Contractor's option, either constitute and be deemed a written order from the Contractor to Subcontractor pursuant to Article 16 of this Subcontract or be stricken from the applicable instrument without effect on any other requirement or provision of said instrument or the remainder of the Subcontract Documents.

(e) The submission by Contractor to the Subcontractor of the JIP and/or QCP shall in no manner terminate or rescind this Subcontract, or any part hereof, and except as may be specifically modified or extended by either instrument, all of the terms and provisions of this Subcontract shall remain in full force and effect.

ARTICLE 8 - TOOLS AND EQUIPMENT. Except to the extent expressly provided otherwise herein, the Subcontractor shall provide at its own expense whatever tools, machines, equipment, plant, utilities, service, storage sheds, workshops, offices, other temporary structures, and any other facilities it may deem necessary for the complete performance of all work required under this Subcontract, and shall remove any such installations and thoroughly clean and restore the site and premises at the completion of the work. If the Subcontractor has occasion to utilize any of the facilities of the Contractor, when and if available, Subcontractor shall pay an equitable portion of the cost thereof; provided, however, that Contractor shall bear no responsibility for any loss or damage from any cause whatsoever arising from Subcontractor's use of such facilities.

ARTICLE 9 - SUBMITTALS.

(a) The Subcontractor agrees to submit all shop or fabrication drawings, design and performance data, tests, samples, templates, and operation and/or maintenance manuals required in connection with the performance of this Subcontract and/or required by the Contract Documents for the performance of the Subcontractor's work; together with any and all other necessary data related to the materials, methods, and equipment used or proposed for use in the performance of this Subcontract promptly and/or as directed by the Contractor, and in sufficient number to provide adequate information to all parties requiring same. Approval of any of the foregoing by the Contractor, the Owner or the Owner's Authorized Agent shall under no circumstances alter the requirements of the Subcontract Documents for quality, quantity, finishes, dimension, design or configuration except to the extent specifically noted and approved on such submittals; nor shall such approval constitute acceptance by the Contractor of any method, material or equipment not ultimately acceptable to the Owner or the Owner's Authorized Agent. Subcontractor shall prepare and maintain a complete set of "as-built" drawings for its work, which shall be submitted to the Contractor as a condition to receipt of monthly and final payments.

(b) The Subcontractor agrees the cost of all designs, drawings, tests, samples, templates and mock-ups required to be provided by the Subcontractor hereunder, together with field measuring, layout, sampling and shipping or delivery expense connected with any of the foregoing, is included in the amount of this Subcontract, except the Contractor agrees to furnish, upon request, starting field coordinates to allow Subcontractor to perform the layout of its work. The Subcontractor agrees the entire cost of altering, reworking and refinishing any manufactured or fabricated items supplied by Subcontractor not conforming to approved designs, drawings, templates or samples shall be borne by the Subcontractor.

(c) The Subcontractor hereby assigns to Contractor all copyrights to all Project-related documents produced by Subcontractor and/or sub-subcontractors. Among those documents are certain "Instruments of Service," including shop or fabrication drawings, design and performance data, tests, samples, templates and operation and/or maintenance manuals. Contractor, in turn, hereby grants to the Subcontractor a nonexclusive license to reproduce the documents for purposes relating directly to the Subcontractor's performance of the work under this Subcontract.

ARTICLE 10 - LABOR ONLY SUBCONTRACTS. It is hereby agreed by Subcontractor, if furnishing labor only for the finishing, installation or erection of materials furnished by Contractor, the following costs, without restriction thereto, are to be fully recovered by Contractor from Subcontractor: (a) The full cost of materials required to replace those spoiled by Subcontractor through faulty workmanship or negligence, or damaged by any other cause not the fault of Contractor; (b) The full cost of materials wasted by Subcontractor; (c) The full cost of removing rejected materials when not properly and promptly removed by Subcontractor, together with the cost of removing, patching or replacing the work of others necessitated by such rejection; (d) The full cost of reworking, refinishing or altering any work of Subcontractor not accepted by the Owner or the Owner's Authorized Agent; (e) Costs resulting from damage by Subcontractor to materials or work of Contractor or others.

ARTICLE 11 - CUTTING, PATCHING AND COORDINATION. The Subcontractor shall obtain Contractor's approval for and do any cutting, patching and blocking necessary to complete Subcontractor's work hereunder, and such work shall be performed to the same standards and shall match any related work in accordance with the Contract Documents. The Subcontractor further agrees to cooperate with the Contractor and other subcontractors whose work might interfere with the Subcontractor's work and prepare sketches and drawings as directed, and/or to participate in the preparation of coordination drawings in areas of congestion, specifically noting and advising the Contractor of any possible interference by other trades with the performance of Subcontractor's work.

ARTICLE 12 - CLEAN-UP. Subcontractor agrees to keep the premises clean at all times and to remove from the site all rubbish, debris, packing materials, scrap and waste materials resulting from its work under this Subcontract within twenty-four (24) hours after receipt from Contractor of written notice to do so. Subcontractor shall not dispose of any hazardous materials in dumpsters supplied by Contractor. Subcontractor shall handle and dispose of hazardous materials utilized by Subcontractor in connection with its work in accordance with applicable law and regulations, and the requirements of the Hazardous Materials and Waste Site-Specific Contingency Plan issued by Contractor for the Project. Subcontractor further agrees to clean and remove, to the satisfaction of the Contractor, all dirt, grease, marks, stains or other imperfections from all finished work and property throughout the Project resulting from the execution of the work required under this Subcontract. The Subcontractor shall properly cover and protect the work of others from damage or soiling arising from the performance of the work required under this Subcontract, and Subcontractor shall promptly clean, restore, replace, or pay for the replacement



Contractor



Subcontractor

1 of any such work damaged or soiled in the performance of its own work. If the Subcontractor refuses or fails, in the manner
2 and time aforesaid, to promptly perform such cleaning and/or repairs as directed by the Contractor, the Contractor shall have
3 the right to proceed with such cleaning and/or repair, and Subcontractor, on demand therefore, shall repay to the Contractor
4 the actual cost of such work plus a reasonable percentage to cover Contractor's supervision, insurance, tax and overhead; or
5 at the option of the Contractor, the aforesaid charges may be accumulated and deducted from monies otherwise due the
6 Subcontractor under the Subcontract.

7 **ARTICLE 13 - PAYMENT FOR LABOR AND MATERIALS.** Subcontractor shall pay for all materials and supplies
8 furnished and for all work, labor and services performed as required under this Subcontract, shall produce satisfactory
9 evidence of such payment upon demand by the Contractor, and shall indemnify and defend Contractor, its Surety and Owner
10 against and save them and the premises harmless from any and all claims, demands, liens or suits, including attorneys' fees
11 and costs, for all such material and supplies purchased and for all work, labor and services performed relating to all work
12 required to be performed under this Subcontract. If a mechanic's lien, bond claim or other encumbrance is filed by a third
13 party against the Project or a bond provided by Contractor relating to the Project seeking recovery for any amounts allegedly
14 due relating to the performance of the Subcontractor's work called for hereunder, Subcontractor shall immediately cause to be
15 filed in compliance with applicable law such bond as is required to cause the mechanic's lien or bond claim to be released.

16 **ARTICLE 14 - WARRANTY.** The Subcontractor warrants and guarantees the work and materials which it performs
17 or furnishes under this Subcontract as required by the Contract Documents and agrees to make good, at its own expense, any
18 defect in materials or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner
19 therefor under the Contract Documents or applicable law. The Subcontractor further agrees to adopt and assume, as a direct
20 obligation to the Contractor and/or the Owner, any guarantees or warranties which would otherwise be the responsibility of the
21 Contractor or other subcontractors, when such guarantees or warranties have been voided, waived, withdrawn or cancelled as
22 a result of the Subcontractor's operations hereunder, or on account of any act or omission in the performance of this
23 Subcontract.

24 **ARTICLE 15 - TIME.**

25 (a) Time is of the essence and the Subcontractor agrees to keep itself thoroughly informed as to the overall
26 progress of the Project; to commence and to prosecute the work undertaken hereunder in a prompt and diligent manner
27 whenever such work, or any part of it, becomes available, or at such time or times as the Contractor may direct, so as to
28 promote the general progress of the entire construction Project; and Subcontractor shall not by delay or otherwise, interfere
29 with or hinder the work or progress of the Contractor or any other subcontractor. Any materials, services, supplies, tools,
30 machines, equipment or plant to be furnished or used by Subcontractor hereunder shall be furnished in sufficient time to
31 enable the Subcontractor and/or any other party requiring same, to perform and complete their work within the time or times
32 established as herein provided. Upon Contractor's request, Subcontractor shall furnish such evidence as the Contractor may
33 require relating to Subcontractor's ability to fully perform this Subcontract in the manner and within the time established as
34 herein provided.

35 (b) Except as otherwise provided in Article 7 hereinabove, the Subcontractor agrees to notify the Contractor in
36 writing of its objection or inability to comply with any directive, notification, order, schedule or revision thereof dealing with the
37 time or times of its performance hereof within three (3) days of Contractor's issuance thereof. In absence of such written
38 notice within three (3) days, the Subcontractor agrees to accept for incorporation herein any and all orders, notices, directives,
39 schedules or revisions thereof which may be issued from time to time by the Contractor to Subcontractor's last known address
40 or through its representative at the site of the work, and in the event of any conflict between the requirements of any of the
41 foregoing, it is agreed the time or times of performance shall be governed by the communication bearing the most recent date.
42 Specific requirements as to time of performance set forth in the Subcontract Documents or subsequent additions thereto, or in
43 directives, orders, schedules or schedule revisions issued by Contractor, shall take precedence over general requirements. All
44 work required to be performed under this Subcontract shall be performed in accordance with such specific requirements.
45 Subcontractor's obligations for timely performance of its work shall be based on the planned activity durations in the Project
46 schedule once Subcontractor's work has commenced, and not necessarily on the overall start and finish dates for
47 Subcontractor's work set forth in the initial Project schedule.

48 (c) In the event of any failure of Subcontractor to complete its work within the required time or upon the dates
49 established as provided hereinabove, the Subcontractor hereby agrees to reimburse the Contractor for any and all liquidated
50 damages that are assessed against and collected from the Contractor by the Owner, which are attributable to or caused by the
51 Subcontractor's failure to comply fully with the foregoing provisions; and further, whether or not liquidated damages are so
52 assessed, Subcontractor hereby agrees to pay the Contractor such other or additional damages as the Contractor may sustain
53 by reason of any such delay attributable to or caused by the Subcontractor, including, but not limited to, recovery of
54 Contractor's overhead and expense caused by or attributable to managing and supervising the Project during or equal to any
55 period of time resulting from such delay of Subcontractor; and Subcontractor further agrees that neither the payment of such
56 damages nor any liability incurred for the payment of such damages shall release the Subcontractor from its obligation to
57 otherwise fully perform under this Subcontract.

58 (d) No allowance for an extension of time, for any cause whatever, shall be claimed or made by the
59 Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within three
60 (3) days after the cause for such extension first occurred, and unless the Contractor and Subcontractor have agreed in writing
61 upon the allowance of additional time. No extension of time granted Contractor by Owner shall inure to the benefit of
62 Subcontractor unless such extension of time is directly related to Subcontractor's work hereunder.



Contractor



Subcontractor

(e) In no event shall an extension of time or allowance for extra time be granted to Subcontractor for delays attributable to untimely or incorrect preparation and/or submissions of shop drawings, samples, product data, or any other submittal information required by the Contract Documents; or when orders have not been placed with manufacturers or suppliers in a timely manner; or for delays resulting from Subcontractor's substitution, or attempt to make substitution, of materials, equipment or methods of construction or manufacture in lieu of those specified or previously approved; or for any delay resulting from or attributable to Subcontractor's failure to comply with any of the provisions of this Subcontract.

ARTICLE 16 - CHANGES AND CLAIMS. Contractor may at any time, by written order and without notice to surety, make changes in the work called for herein and Subcontractor shall proceed with the work as directed. If said changes cause an increase or decrease in the cost of performance or in the time required for performance, an equitable adjustment shall be made and this Subcontract shall be modified in writing accordingly. Subcontractor shall provide written notice of any alleged change to the work or other claim directed or caused by Contractor within three (3) days of the occurrence giving rise to the alleged change or claim or such claim shall be conclusively waived. Subcontractor's entitlement to an adjustment in the cost or time required for performance of a change in the work directed or caused by the Owner shall be governed by the terms of the Contract Documents. Nothing herein contained shall excuse the Subcontractor from proceeding with the prosecution of the work as changed.

ARTICLE 17 - OWNER-RELATED CLAIMS.

(a) The disputes resolution procedure set forth in the Contract Documents is specifically incorporated herein and made a part of this Subcontract. The Subcontractor agrees to make any claims to the Contractor for damages or additional compensation based on alleged extra work, changed conditions or any other grounds in the same manner as provided in the Contract Documents for like claims of the Contractor upon the Owner, and in such times as will enable the Contractor to timely present such claims to the Owner for payment or recognition. The Contractor will not be liable to the Subcontractor on account of any claims not timely or properly presented. For those claims for which the Owner may be responsible under the Contract Documents, the Contractor will not be liable to the Subcontractor unless and until and only to the extent the claim is allowed and paid for by the Owner. Notwithstanding anything to the contrary contained herein, no interruption, cessation, postponement or delay in the commencement of the work or in the progress thereof from any cause whatsoever, including disputes, shall relieve the Subcontractor of its duty to perform.

(b) In the event the Contract is between the Contractor and an instrumentality of the United States Government, Subcontractor agrees that any claim by it will be prepared and submitted in full compliance with the Contract Disputes Act (41 U.S.C. § 605 et seq.). Accordingly, Subcontractor shall submit and certify its claim in accordance with the requirements of the Contract Disputes Act and the Federal Acquisition Regulations, all as may be amended from time to time, governing the performance of the Contract and this Subcontract. Subcontractor shall make available for inspection and/or audit by the Contractor and/or the Government all financial and project records in any way related to its claim. Subcontractor agrees to pursue and exhaust the procedures of the Contract Disputes Act before commencing any other action for any claims it may have arising out of the performance of the work hereunder.

(c) If the Contract incorporated herein is one for which the Contractor has provided any bond(s) pursuant to 40 U.S.C. § 270 (a), et seq., the "Miller Act," Subcontractor expressly agrees to stay any action or claim arising out of or relating to this Subcontract against the Contractor and/or the surety which issued Contractor's bond(s) ("Miller Act Action") pending the complete and final resolution of all claims involving the Subcontractor submitted pursuant to the disputes procedure referenced above. Said action shall be stayed until such time as all appropriate appeals under the Contract Disputes Act have been determined, including any appeal to the Court of Appeals for the Federal Circuit. If the Contractor has provided any bond(s) pursuant to any state or local statutory or regulatory requirement, the Subcontractor agrees to stay any action or claim arising out of or relating to this Subcontract against the Contractor and/or the surety which issued Contractor's bond(s) ("Little Miller Act Action") pending the complete and final resolution, including all appropriate appeals, of all claims involving the Subcontractor submitted pursuant to the disputes procedure set forth in the Contract. These terms in no way excuse or stay Subcontractor's obligation to file any and all notices as required by statute, code, rule, regulation or bond.

ARTICLE 18 - DISPUTES.

(a) In the event of any dispute or claim between the Contractor and the Owner which involves the work required to be performed by Subcontractor under this Subcontract, or in the event of any dispute or claim between Contractor and Subcontractor which involves a claim against the Owner for additional compensation and/or an extension of time, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor with respect to such dispute or claim to the same extent the Contractor is bound to the Owner by the terms of the Contract Documents and by any and all decisions, findings or determinations made thereunder by the person so authorized in the Contract Documents, or by any administrative agency or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before said person, agency or court. If any dispute or claim is prosecuted or defended by Contractor which relates in whole or in part to Subcontractor's work, and Subcontractor is not directly a party or litigant, Subcontractor shall be provided the opportunity to participate in such proceedings to the fullest extent practicable and Subcontractor agrees to cooperate fully with the Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose and to pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees, incurred in connection therewith to the extent of the Subcontractor's interest in such claim or dispute. It is expressly understood and agreed in connection with the determination of Subcontractor's interest in such claims or disputes that Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor. In the event a final decision concerning such a dispute does not



Contractor



Subcontractor

clearly apportion the amount due from the Owner to Contractor and Subcontractor, the Subcontractor expressly agrees to be bound by the apportionment of the award made by Contractor, which shall be final and conclusive.

(b) All claims or disputes between Contractor and Subcontractor, other than those claims or disputes referred to in Paragraph (a) of this Article, shall be brought exclusively in a federal District Court of competent jurisdiction unless (1) the federal District Court lacks subject matter jurisdiction or (2) Contractor in its sole discretion elects binding arbitration. If Subcontractor files any action against Contractor in state court, Subcontractor consents to removal to federal District Court and Subcontractor shall pay all costs and expenses (including attorneys' fees and court costs) Contractor incurs removing the case to federal District Court.

Contractor may elect binding arbitration of any claim or dispute arising out of or related to this Subcontract. If Contractor elects binding arbitration, all claims, actions, and causes of action against Contractor or Contractor's surety to recover on any bond posted by Contractor shall be stayed pending completion of the arbitration. The arbitration shall be governed by the Federal Arbitration Act. Subcontractor acknowledges good and valuable consideration was conveyed to Subcontractor in exchange for this arbitration clause.

If Contractor provides notice to Subcontractor that the claim or dispute directly or indirectly involves a claim against the Owner, Subcontractor will present and pursue the claim or dispute pursuant to the disputes provisions of the Contract Documents as required by Articles 17 and 18. All claims, actions, and causes of action against Contractor or Contractor's surety to recover on any bond posted by Contractor shall be stayed pending final resolution of the claim or dispute against the Owner.

Any proceedings commenced in any court shall be tried before and decided by the presiding judge without a jury. Subcontractor and Contractor expressly waive any right to have such proceedings determined by trial by jury.

If any part of Paragraph (b) of this Article is determined to be unenforceable, then the claim or dispute shall be decided by binding arbitration governed by the Federal Arbitration Act.

(c) In the event of any claim or dispute between Contractor and Subcontractor, as referred to in either or both of the two immediately preceding paragraphs, or otherwise, it is further specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this Subcontract and the Subcontractor shall proceed as directed by Contractor in all instances with its work under this Subcontract, and any failure of Subcontractor to comply herewith and to proceed with its work shall automatically be deemed a material breach of this Subcontract entitling Contractor to all remedies available in the event of breach.

(d) This Subcontract shall be governed by and construed in accordance with the law of the State where the Project is located. The venue for any dispute governed by this Subcontract shall be the County where the Project is located. Unless otherwise specified in the Contract Documents, all applicable statutes of limitations and/or statutes of repose shall commence on the date of Substantial Completion of the Project as determined by the Contract Documents.

(e) In the event of any claim or dispute between Contractor and Subcontractor under this Article 18, the parties shall bear their own legal costs and expenses (including attorneys' fees, court costs, arbitration fees and costs, and expert and consultant fees and costs).

ARTICLE 19 - DEFAULT AND TERMINATION.

(a) In the event the Subcontractor fails to comply, or becomes unable to comply, or with reasonable probability will become unable to comply, with any of the material provisions of this Subcontract, or in the event Subcontractor fails to supply a sufficient number of properly skilled workmen or sufficient supplies, materials, equipment or plant of proper quality, or fails to prosecute the work with promptness and diligence; or in the event Subcontractor abandons its work or any part thereof; and such failure, inability, or deficiency is not corrected within three (3) days after written demand by the Contractor to the Subcontractor, the Contractor may, in addition to and without prejudice to any other right or remedy, take over and complete the performance of this Subcontract, at the expense of the Subcontractor; or the Contractor may, without taking over the work, immediately and without notice to Subcontractor, furnish the necessary materials and labor, through itself or others, to supplement the Subcontractor to remedy the situation, all at the expense of the Subcontractor. However, in the event Subcontractor provides Contractor with notice of Subcontractor's inability to continue performance and/or abandonment of the Subcontract, Contractor shall be immediately entitled to invoke the remedies provided for in this Article without providing the three (3) days' notice otherwise called for herein. The parties hereto further agree that any of the following shall, at the option of the Contractor and subject to applicable law, constitute inability to comply with the provisions of this Subcontract for purposes of this Article: (a) The filing of a petition in bankruptcy or a petition for the appointment of a receiver by or against the Subcontractor or the failure of Subcontractor to promptly provide adequate assurances of continued performance following the filing of such a petition; (b) The insolvency of the Subcontractor or its inability to meet its debts as they mature; (c) The establishment of a receivership or any committee of creditors involving Subcontractor's business or assets, or the making of a general assignment for the benefit of Subcontractor's creditors.

(b) In the event Contractor does take over Subcontractor's work pursuant to this Article, Contractor shall have access to and may take possession of the Subcontractor's materials, supplies, machines, tools, equipment, and plant which may be located at the site of the work or en route to the site, as may be necessary to prosecute the work hereunder to completion, all without liability on the part of the Contractor for any damage, wear or tear, depreciation, theft, action of the elements, acts of God, fire, flood, vandalism or for any other injury or damage to such materials, tools and equipment. Upon any action by the Contractor pursuant to this Article, the Subcontractor shall not be entitled to further payment under this



Contractor



Subcontractor

Subcontract until the work has been completed and accepted by the Owner and payment therefor has been received by the Contractor from the Owner. In the event that the unpaid balance due exceeds the expense incurred by the Contractor, the difference shall be paid to the Subcontractor; but if such completion expense exceeds the balance due, the Subcontractor agrees to promptly pay the difference to the Contractor, as hereinafter provided, and the Contractor shall have a lien upon all materials, tools, equipment and appliances taken possession of, as aforesaid, to secure the payment thereof. With respect to expenses incurred by the Contractor pursuant to this Article, it is hereby agreed that the costs and expenses chargeable to the Subcontractor as provided herein shall include, without restriction, all direct costs incurred in the completion of Subcontractor's work, the cost of supervision, administration, job overhead, travel, attorneys' fees, legal and accounting fees and expenses, and Contractor's general overhead as allocated to the work, plus 10% of the foregoing cost of the work performed by or through the Contractor, less any amounts still owing hereunder, and Subcontractor agrees to pay the full amount of such excess, if any, together with interest thereon at the rate of 10% per annum until paid. The rights of Contractor set forth in this Article shall be in addition to, and not in lieu of any right or remedy otherwise available to it at law or equity.

ARTICLE 20 - TIMELY DELIVERIES. The Subcontractor agrees to accept full responsibility for expediting and securing timely delivery of its materials, supplies, tools, machines, equipment and plant to the site of the work. In the event the lack thereof should delay construction, the Subcontractor hereby agrees that Contractor may undertake to expedite delivery by any means available and the entire cost thereof shall be chargeable to the Subcontractor and may be deducted from monies otherwise due hereunder.

ARTICLE 21 - PROTECTION OF THE WORK. It is understood and agreed the work provided for in this Subcontract constitutes only a part of the work being performed on this Project by the Contractor and other subcontractors. The Subcontractor therefore agrees to perform the work called for in this Subcontract in such a manner that will not injure or damage any other work performed by the Contractor or any other subcontractor, and Subcontractor further agrees as follows:

(a) To furnish continuous and effective protection at all times for its own work-in-place and all materials stored for use under this Subcontract, and to bear and be solely liable for all loss and/or damage of any kind to said work and materials occurring at any time prior to the final completion and acceptance thereof, unless said loss or damage is caused by the sole negligence of the Contractor;

(b) To pay or reimburse the Contractor on account of any damage or injury to the work or property of the Owner, the Contractor and other subcontractors caused by or arising from the performance of Subcontractor's work as provided in this Subcontract, including the cost of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correcting or repairing work or replacing materials hereunder which are rejected by the Owner or the Owner's Authorized Agent or which are deemed to be at variance with the requirements of this Subcontract;

(c) That unresolved claims resulting from glass breakage, damage to finished surfaces, permanent fixtures or equipment, and such other related occurrences wherein the identity of the responsible party is unknown or undetermined, and for which no insurance settlement may be had, may, upon completion of the Project and at the Contractor's option, be fairly and equitably prorated for assessment to the Subcontractor's account and/or to the accounts of those subcontractors who, in the determination of the Contractor, were engaged on the work in a manner and at a time or times from which contributory involvement may reasonably be inferred; and the Subcontractor further agrees that Contractor's decisions or determination in such proration shall be final and conclusive.

ARTICLE 22 - INDEMNIFICATION. To the fullest extent permitted by law, the Subcontractor expressly agrees to indemnify, defend and hold harmless (1) the Contractor and the Contractor's partners, subsidiaries, and affiliate companies, (2) the Owner and the Owner's Authorized Agent, and (3) any other party the Contractor is obligated to indemnify under the Contract (collectively, "the Indemnitees") from and against any and all liability, claims, losses, damages, causes of action, costs and expenses (including attorneys' fees), arising or allegedly arising from the work performed by the Subcontractor or for the Subcontractor's account under this Subcontract, including any claim or liability arising from any act, error, omission, or negligence of the Contractor occurring concurrently with that of the Subcontractor or contributing to any loss indemnified hereunder, except for the sole negligence or willful misconduct of the Contractor. The claims to which this indemnity obligation shall apply include, but are not limited to, claims for personal injury or death to any person or persons (including but not limited to officers, agents and employees of Contractor, Subcontractor or lower-tier subcontractors to Subcontractor), property damage, or other damage, arising or allegedly arising from Subcontractor's work.

The Subcontractor shall indemnify, defend and hold harmless the Indemnitees from any and all claims, suits, and causes of action by vendors, employees or agents of the Subcontractor or its lower-tier subcontractors when such claims, suits, losses, damages or expenses shall have been incurred or are alleged to have been incurred as a result of an unsafe place to work, failure to properly supervise, or such similar types of complaints. The Subcontractor, its lower-tier subcontractors and vendors shall not raise the immunity of workers' compensation acts or similar laws as a defense to the obligations assumed hereunder with respect to actions brought by their own employees against the Indemnitees.

Article 22 shall survive termination or expiration of this Subcontract.

ARTICLE 23 - SUBSTITUTIONS. The parties hereto stipulate that for purposes of interpreting and applying this Article, the term "substitution" shall be deemed to include any substitution for, modification of, or deviation from the requirements of the plans and specifications referenced in or made a part of the Contract Documents with respect to the materials, equipment and methods of construction or manufacture applicable to the Subcontractor's work hereunder. The Subcontractor warrants and agrees that it has thoroughly familiarized itself with all of the various sections, divisions and subdivisions of the Contract Documents and the Subcontract Documents, including in particular those areas in which its work



Contractor



Subcontractor

may in any way affect or be affected by the work of the Contractor or other subcontractors. The Subcontractor shall make no substitution, as defined herein, for which prior written approval of both the Owner and the Contractor has not been obtained. Such approval will not be granted by the Contractor unless applied for in writing by the Subcontractor setting forth a full disclosure of the effect of the proposed substitution upon the work of the Contractor or any other subcontractor. In making or seeking to make any substitution, the Subcontractor hereby agrees to pay or reimburse the Contractor for any increase whatever in the cost of the work undertaken by the Contractor or by any other subcontractor as a result of any substitution made upon initiation of the Subcontractor. The Subcontractor agrees and represents, at the time of entering this Subcontract, that no substitution was contemplated in arriving at the amount of this Subcontract except for which a full written description has been furnished to the Contractor prior to the date hereof, and/or except as may be recited in the Special Provisions section of this Subcontract.

ARTICLE 24 - TERMINATION OR REDUCTION IN SCOPE OF WORK BY OWNER. In the event of elimination or reduction of the work to be performed under this Subcontract by reason of termination or modification of the Contract or Contract Documents or a change in the work to be done thereunder, either in accordance with the terms of the Contract Documents or by default by the Owner, Subcontractor shall in no case be entitled to recover from the Contractor more than its fair and equitable portion of any sums received by Contractor for work done and material supplied by this Subcontractor under this Subcontract. The rights and claims of the Contractor, other subcontractors and third parties shall be taken into consideration in determining Subcontractor's fair and equitable share of the amounts paid by the Owner as a result of such termination or modification and Contractor's determination of Subcontractor's fair and equitable share of any such sums shall be final and conclusive.

ARTICLE 25 – TERMINATION FOR CONVENIENCE. Contractor reserves the right to terminate this Subcontract in whole or in part at any time for any reason for the convenience of the Contractor. Upon receipt of written notice from Contractor of termination of this Subcontract, or any part thereof, for convenience, Subcontractor shall cease work as directed and deliver or return for credit all materials and equipment which have been purchased and/or are in the possession of Subcontractor relating to the Subcontractor's work as indicated in the notice of termination. Upon termination of the Subcontract for convenience, Subcontractor shall be paid as full compensation all direct costs incurred in connection with the performance of the Subcontractor's work up to the effective date of termination, and a reasonable fee not to exceed 10% of the cost of such work, plus any reasonable costs, such as restocking or cancellation charges, incurred as a direct result of the termination for convenience. Subcontractor waives and releases any claims for other consequential damages or costs, including lost profits, it may otherwise have as a result of a termination for convenience. In the event a termination of the Subcontract for default pursuant to Article 19 hereof is determined to be wrongful or unjustified, the termination shall be treated as and converted to a termination for convenience pursuant to this provision.

ARTICLE 26 - WAIVERS. It is expressly agreed that the waiver by Contractor of any breach or default of this Subcontract by Subcontractor shall not be construed as a waiver of any other breach or default of the same or any other terms, conditions, provisions or covenants of this or any other Subcontract between the parties hereto. Forbearance from demanding strict compliance with any term or provision of this Subcontract or any other Subcontract between the parties hereto shall not operate as a waiver and shall not prevent Contractor from subsequently demanding strict compliance therewith.

ARTICLE 27 - PAYROLL AND EMPLOYMENT COMPLIANCE.

(a) Subcontractor shall comply with all requirements of the Contract Documents and Subcontract Documents pertaining to payroll reports and affidavits; payment of prevailing wages; benefits and contributions; anti-kickback clauses; fair labor practices; nondiscrimination clauses; equal employment opportunity laws; orders and directives; and other labor arrangement requirements insofar as such matters pertain to its work under this Subcontract. Failure of Subcontractor to observe any of the aforesaid requirements, including the prompt submission to the Contractor of required reports and affidavits, shall constitute cause for withholding progress payments until such requirements are met. It shall be the responsibility of the Subcontractor to determine its own status under the various regulatory acts relating to employment, and nothing in this Subcontract shall serve to make the Contractor liable for any errors or acts of Subcontractor with respect thereto. The Subcontractor agrees to consult with the Contractor in all matters pertaining to craft work assignments wherein such assignments might reasonably result in controversy or craft jurisdictional disputes.

(b) Subcontractor hereby agrees that if any portion of its work under this Subcontract is further subcontracted, subject to Article 2 hereof, such lower-tier subcontractor shall comply with, observe and be bound by the terms and provisions of this Article, and Subcontractor further agrees to incorporate the terms and provisions of this Article in any lower-tier Subcontract.

ARTICLE 28 - LABOR AGREEMENTS.

(a) Subcontractor shall comply with, observe and be bound by all terms and provisions of the following collective bargaining agreements executed by Contractor or on Contractor's behalf: _____.

(If no agreements are listed, then Contractor has not entered into collective bargaining agreements applicable to this Project, in which case Articles 28(a) and 28(b) are inapplicable.) Subcontractor's compliance with the foregoing agreements shall include, but not be limited to, the provisions in such agreements relating to the following: (a) the assignment of work or the settlement of jurisdictional disputes; (b) resolution of disputes as specified in the applicable agreement, whether through arbitration or otherwise; (c) the making of payments into or under health and welfare or other fringe benefit funds or plans. All requirements imposed by this Article shall apply only to the extent that the terms and provisions of such collective bargaining



Contractor



Subcontractor

1 agreements can legally be applied to the work to be performed hereunder. Subcontractor shall indemnify, defend and hold
2 Contractor harmless from and against any liability, claim, loss, expense, damage or cause of action, including court costs and
3 attorney's fees, resulting from Subcontractor's failure to comply with the provisions of this Article.

4 (b) In the event Subcontractor fails or refuses to comply with, observe or be bound by any term or provision of
5 any such collective bargaining agreements executed by Contractor or on Contractor's behalf and does not correct such failure
6 or refusal within twenty-four (24) hours after notice thereof is furnished to Subcontractor by Contractor, Subcontractor shall be
7 deemed to be in default for breach of this Subcontract and this Subcontractor shall be subject to immediate termination at the
8 option of the Contractor. Such optional right of termination of this Subcontract, if exercised by Contractor, shall be in addition
9 to and not in lieu of any other right or remedy available to the Contractor; and in addition thereto, Contractor shall have the
10 right of reimbursement in full by Subcontractor for court costs and attorneys' fees Contractor may sustain in the event of such
11 breach or default of this Subcontract by Subcontractor.

12 (c) The Subcontractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage, or
13 other form of labor dispute at the construction site, regardless of whether that dispute or picket relates to the Contractor, the
14 Subcontractor, the Owner, or any other contractor or subcontractor on this construction site, the Subcontractor will continue to
15 perform the work required herein without interruption or delay. In the event the Subcontractor fails to continue the
16 performance of the work without interruption or delay because of such picket or other form of labor dispute, the Contractor may
17 terminate the services of Subcontractor after giving twenty-four (24) hours written notice of an intent to do so, or the Contractor
18 may invoke any of the other rights set forth in this Subcontract.

19 (d) Additionally, should the Subcontractor be party to one or more labor agreements it shall take all reasonable
20 action to avoid any work stoppage and, in the event a work stoppage should occur, it shall, within twenty-four (24) hours, take
21 any and all legal action provided for, or permitted by, such labor agreements in order to expedite resumption of work on this
22 Project. It is contemplated hereby that Subcontractor shall, if necessary, utilize to the fullest extent possible all rights that
23 allow for the hiring of replacement employees, should the hiring hall of the Subcontractor be unable or unwilling to meet the
24 needs of the Subcontractor. Whenever the Subcontractor has knowledge that any actual or potential labor dispute is delaying
25 or threatens to delay the timely performance of this Subcontract, Subcontractor shall immediately give notice thereof, including
26 all relevant information with respect thereto, to the Contractor.

27 (e) Access to the construction site will be limited. During the performance of work required by this Subcontract,
28 the Subcontractor, its employees, suppliers and visitors will only use such entrance or entrances to the construction site as
29 may be designated from time-to-time by the Contractor. In the event a Subcontractor or any of its employees, suppliers or
30 visitors should fail to use the designated entrance(s) and thereby causes the Contractor to incur additional costs thereby,
31 Subcontractor agrees to be fully responsible for such additional costs.

32 (f) If the Owner is an agency or instrumentality of the United States Government and the contract requires
33 compliance with Executive Order 13496. "Notification of Employee Rights Under Federal Labor Laws", then 29 CFR Part 471,
34 Appendix A to Subpart A is hereby incorporated by reference into the Subcontract Agreement, and Subcontractor agrees to
35 comply fully with its requirements regarding the posting of notices to employees of their rights under federal labor laws.
36 Subcontractor also agrees to incorporate 29 CFR Part 471, Appendix A to Subpart A, by reference, into all subcontracts and
37 purchase agreements of every tier with any subcontractor, supplier, distributor, vendor, or firm that furnishes supplies or
38 services under this Subcontract Agreement.

39 **ARTICLE 29 - PERMITS, LICENSES AND APPLICABLE LAW.** Subcontractor shall obtain and pay for all permits,
40 licenses and official inspections made necessary by its work. Subcontractor shall comply with all laws, ordinances and
41 regulations applicable in any way to the work required under this Subcontract

42 **ARTICLE 30 - SEVERABILITY.** To the best knowledge and belief of the parties, this Subcontract contains no
43 provision that is contrary to any applicable Federal, State or local law, regulation or ordinance. However, should any provision
44 of this Subcontract at any time during its effective term be in conflict with any such law, regulation, or ordinance, then such
45 provision shall continue in effect only to the extent permitted. In the event any provision of this Subcontract is thus held
46 inoperative, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect to the extent
47 permitted by law.

48 **ARTICLE 31 - INDEPENDENT CONTRACTOR STATUS.** The Subcontractor certifies that it is, or that prior to the
49 commencement of work under this Subcontract it will become an "independent contractor" and "employing unit" subject, as an
50 employer, to all applicable laws and regulations with respect to such status. Subcontractor agrees to defend Contractor
51 against any claim or assertion of an employer-employee relationship between Contractor and Subcontractor's workers, and to
52 indemnify and hold Contractor harmless against any expense or liability imposed upon Contractor by reason of a finding of
53 such an employer-employee relationship.

54 **ARTICLE 32 - PERSONNEL.** The Subcontractor shall not employ any persons in the performance of this
55 Subcontract whose employment might be reasonably objected by the Contractor or Owner. In the interest of harmonious
56 relations and to facilitate the orderly and efficient progress of the work on this Project, the Subcontractor hereby agrees to
57 promptly remove from the Project any supervisor, employee, worker or lower-tier subcontractor to whom the Contractor
58 reasonably objects or to whom the Owner or the Owner's Authorized Agent objects, and such person or party shall not again
59 be employed in connection with the performance of this Subcontract. The Subcontractor shall at all times maintain a qualified
60 and skilled superintendent or foreman at the site of the work who shall be satisfactory to the Owner, the Owner's Authorized



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Subcontractor

Agent and/or to the Contractor. Such superintendent or foreman shall be duly and legally authorized to represent and act for the Subcontractor with respect to all matters in connection with or arising out of work under this Subcontract.

ARTICLE 33 - SAFETY.

(a) The Subcontractor shall strictly observe and comply with all applicable safety laws, rules and regulations, including applicable OSHA standards, and with the accident prevention plan required under the applicable provisions of the Contract Documents and/or as directed by the Contractor. Whenever the Contract Documents shall require any special safety, first aid, or emergency treatment facilities, it is agreed that same shall be provided by the Subcontractor for its own use; or that, when such alternative is made available by the Contractor, the Subcontractor shall enter into a Supplementary Agreement with Contractor and other subcontractors for the cooperative provision thereof; and the entire cost thereof shall be prorated among the participants in proportion to the number of employees engaged on the Project each month by the respective participants. Subcontractor shall indemnify, hold harmless and defend Contractor from any citations, fines or penalties assessed Contractor by the Occupational Safety and Health Administration, or any other state or local agency or authority with jurisdiction over workplace health or safety, relating to or arising from Subcontractor's work performed hereunder. In the event any such citations, fines or penalties are issued to Contractor relating to or arising from Subcontractor's work, and Contractor files an appeal from said citation, fine or penalty with an appropriate agency, Subcontractor agrees to promptly pay Contractor for any and all expenses and costs incurred by Contractor in its defense of its appeal, including attorneys' fees, as well as any fines or penalties which may be assessed upon the completion of Contractor's appeal. Contractor may employ counsel of its own choosing. In the event Contractor does not file an appeal from citations, fines or penalties issued to Contractor relating to or arising from Subcontractor's work, Subcontractor shall promptly pay the proposed fines or penalties and if such payment is not made promptly, Contractor may pay such fines or penalties and deduct the amount paid from any amounts due Subcontractor hereunder.

(b) Any accident arising out of Subcontractor's work shall be discussed at the next Contractor's Safety Committee meeting. At that meeting, an officer, executive or owner of Subcontractor shall explain, in person, the cause of the accident and the actions Subcontractor shall take to prevent similar accidents in the future.

(c) Any of Subcontractor's employees who are found to be in violation of Contractor's safety rules will be subject to immediate and permanent removal from the Project, in accordance with Article 32. In the event Subcontractor has safety issue(s) on the Project, Contractor may, in its sole discretion, require Subcontractor to furnish a full-time safety professional for the Project, at no additional cost to Contractor. This safety professional shall demonstrate full and complete understanding of the safety laws, rules and regulations applicable to Subcontractor's work on the Project and must hold a current Construction Health and Safety Technician (CHST) certification from the Board of Certified Professionals. Associate Safety Professional (ASP) or Certified Safety Professional (CSP) certifications issued by the Board of Certified Safety Professionals can be used in lieu of the CHST certification, provided Contractor approves of such alternate certification.

(d) If Subcontractor's work involves the furnishing of scaffolding for the Project, Subcontractor shall have a competently trained person on the Project to supervise and inspect the scaffolding during erection, usage and dismantling. A registered professional engineer must be engaged to design the scaffold when it exceeds 50 feet and their stamped drawings must be submitted to the Contractor and maintained on file for the duration of the Project.

(e) Subcontractors shall adopt and implement a Substance Abuse Prevention Policy that meets or exceeds all requirements of the project specific accident prevention plan. Contractor may direct Subcontractor to test 100% of Subcontractor's employees on the Project or any personnel involved in an accident, incident or near miss.

(f) Prior to mobilization to the Project Site, Subcontractor shall designate a responsible individual who shall have overall responsibility for reviewing, implementing, and ensuring compliance with the accident prevention plan, subcontractor's safety plan, any jobsite safety requirements and/or procedures and all applicable safety laws, rules and regulations. The responsible individual shall be competent, through experience and training, to identify hazards associated with the Subcontractor's work and shall be present on the Project Site during all of Subcontractor's activities. The responsible individual shall also conduct periodic safety inspections in connection with the performance of the Subcontractor's work and weekly safety meetings with Subcontractor's employees. The responsible individual will perform a continuing survey of Subcontractor's operations to ensure that probable causes of injury or accident are controlled and that operating equipment, tools, and facilities are used, inspected, and maintained as required by applicable safety and health regulations.

(g) All cranes assembled onsite shall undergo an independent inspection and documentation of such inspection shall be submitted to Contractor prior to any crane operations. Inspection must be performed by a qualified inspector acceptable to Contractor.

(h) Unmanned drones may not be operated without prior notice to Contractor. Subcontractor must follow all Contractor directives, instructions, and policies regarding the operation of drones. Drones may not be operated where prohibited by Owner, Contractor, or any applicable laws, rules, and regulations. When use of drones is permitted, Subcontractor must comply with all applicable laws, rules, and regulations governing the operation and use of drones, including CFR Title 14, Chapter I, Subchapter F, Part 107 (14 CFR part 107). Subcontractor's drone operators must possess all licenses and certifications mandated by the Federal Aviation Administration and applicable law, rules, and regulations.

ARTICLE 34 - BONDS.

(a) Unless specifically waived herein by Contractor, Subcontractor shall furnish to the Contractor and on or before the earlier of fifteen (15) days of the date hereof, or the date of commencement of work by the Subcontractor, a



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Subcontractor

performance bond and a payment bond, each for the full amount of this Subcontract as set forth in Section C. The two bonds shall be drawn in favor of the Contractor and shall be executed by a surety company listed on the current edition of the United States Department of Treasury list of approved sureties and for an amount not exceeding the approved amount for the surety company indicated in the United States Department of Treasury list, and on forms furnished by the Contractor or approved by the Contractor. No payment whatsoever shall be due the Subcontractor until the provisions of the Article have been met to the Contractor's satisfaction. Failure of the Subcontractor to provide the required bonds within the time periods required by this provision shall constitute a material breach of this Subcontract, entitling the Contractor, at its option, to immediately terminate the Subcontract pursuant to Article 19 hereof, or declare the Subcontract null and void. In the event the Surety on any bond furnished by or on behalf of the Subcontractor becomes insolvent or ceases doing business, Subcontractor shall immediately furnish, without expense to the Contractor, replacement bonds that meet the requirements stated above.

(b) No change, alteration or modification in the terms, conditions or scope of this Subcontract, or in the terms or manner of payment shall in any way exonerate or release, in whole or in part, any surety on any bond furnished by or on behalf of the Subcontractor. If required to do so by the Contractor, prior to commencement of any work required hereunder, Subcontractor shall obtain, and furnish to Contractor, a copy or counterpart of this Subcontract which shall have been endorsed in writing by an authorized representative of the surety company, specifically approving this Subcontract.

ARTICLE 35 - NOTICES.

(a) Written notice, where required by the terms of this Subcontract, may be accomplished by personal delivery of said notice or by use of commercial delivery service or the United States Mail.

(b) Personal delivery is complete when the notice is delivered to the Subcontractor or its representative at the Project or at the office address of the Subcontractor appearing in this Subcontract.

(c) When mail or commercial delivery service is used, delivery is complete on the day or date first occurring among the following: (1) On the day the communication is received by Subcontractor as evidenced by a return receipt furnished by the United States Post Office or by any recognized messenger or delivery service, or (2) On the third (3rd) day after the notice is deposited in the U.S. Mail addressed to the Subcontractor at the Project or at the address appearing on this Subcontract.

ARTICLE 36 - COMMUNICATIONS WITH OWNER. The Subcontractor's sole and exclusive responsibility for the performance of this Subcontract is to the Contractor, and it is agreed that all of Subcontractor's dealings with the Owner's Authorized Agent, the Owner, or any other parties named in the Contract Documents shall be through the Contractor.

ARTICLE 37 - PATENTS. The Subcontractor shall indemnify, hold harmless and defend Contractor and Owner from any claims or damages, including court costs, expenses and attorneys' fees, related to or arising out of any patented or unpatented invention, article or appliance, manufactured, furnished or used, or alleged to be manufactured, furnished or used, in the performance of this Subcontract.

ARTICLE 38 - PAYROLL CONTRIBUTIONS, TAXES. The Subcontractor accepts full and exclusive liability for the payment of any and all contributions, taxes or insurance of any description whatever, now or hereafter imposed by any authority, which are measured by the wages, salaries or other compensation paid to persons employed by Subcontractor on work performed pursuant to the terms of this Subcontract. Further, Subcontractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, including personal property, sales taxes, use and excise taxes, relating to the materials, supplies, tools, machinery, equipment and plant which may be purchased, acquired, rented or used by Subcontractor relating to work performed under this Subcontract.

ARTICLE 39 - INSURANCE.

(a) Subcontractor shall provide and maintain, and ensure that each sub-subcontractor provides and maintains, at all times during the performance of this Subcontract, and for such extended time as provided herein, the following insurance:

- (i) Workers' Compensation for protection of the Subcontractor's owners, partners, and employees. At a minimum, such coverage shall include the benefits and limits designated in the applicable states' Workers' Compensation law. If there is a maritime exposure to Subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act (including the Outer Continental Shelf Lands Act), the Jones Act or under any other laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.

Employer's Liability Insurance shall have the following minimum limits:

- | | |
|-------------------------------------|--------------|
| 1. Each Accident | \$ 1,000,000 |
| 2. Each Occupational Disease | \$ 1,000,000 |
| 3. Occupational Disease - Aggregate | \$ 1,000,000 |

Use of leased employees by the Subcontractor is expressly prohibited without the Contractor's written authorization. Where permitted, Subcontractor must still obtain the Workers Compensation, Employer's Liability and other insurance required by this section, and the coverage shall include an endorsement providing coverage for alternate employer/leased employee liability. In addition, Subcontractor shall require



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the leasing company to provide a waiver of subrogation in favor of Contractor and Indemnitees on such leasing company's workers compensation, employer's liability and general liability policies.

- (ii) Commercial General Liability (CGL) Insurance covering bodily injury, including death, personal injury, property damage, work performed on your behalf by others, and contractual liability coverage including all terms set forth in this Subcontract. The CGL policy shall be provided on the current ISO Occurrence Form CG 00 01 or form at least as broad, including coverage for products/completed operations and there shall be no endorsement or modification of the form limiting coverage for explosion, collapse, underground hazard work performed by Subcontractor, or contractual liability coverage (including the definition of an "insured contract"). The CGL policy will not contain any special exclusions directed toward any types of projects, materials, or processes involved in the work.

Minimum limits of liability provided by this coverage shall be:

1. General Aggregate	\$ 5,000,000
2. Products/Completed Operations Aggregate	\$ 5,000,000
3. Personal & Advertising Injury	\$ 5,000,000
4. Each Occurrence	\$ 5,000,000

The products/completed operations coverage required herein will be maintained on all renewal policies until the statute of limitation or statute of repose, whichever is longer, applicable to the Subcontractor's work and the Project have lapsed.

- (iii) Automobile Liability Insurance on a coverage form no less broad than ISO Business Auto Coverage Form CA 0001, covering liability for bodily injury or property damage, arising out of the use, operation and maintenance of "any auto", including automobiles, trucks, trailers, or other vehicles owned, hired, or non-owned by or on behalf of Subcontractor. Minimum limits of liability provided by this coverage shall be a combined single limit of \$5,000,000 (\$10,000,000 for all automobile operations in the airside area of an airport).
- (iv) If any professional design or professional engineering work is performed by or on behalf of Subcontractor, including without limitation design, architecture, engineering, testing, surveying, or design/build services, Professional Liability and errors and omissions insurance covering the design and other professional services provided under this Subcontract. Such insurance shall have minimum policy limits of Three Million Dollars (\$3,000,000) per claim and in the aggregate per annum and a maximum deductible of \$25,000.00. If such errors and omissions insurance is written on a Claims-Made basis, Subcontractor warrants that any Retroactive Date under the policy shall precede the earlier of the date of this Subcontract or the performance of any professional services hereunder. A Certificate of Insurance indicating the expiration date of the insurance is required, and the insurance shall be continued in full force and effect until the applicable statute of limitation or statute of repose, whichever is longer, applicable to the Subcontractor's work and the Project have lapsed.
- (v) Physical damage property insurance for the value of all Subcontractor-owned and/or rented tools and equipment covering the interest of Contractor and including a waiver of subrogation in favor of Contractor and other Indemnitees in the event of loss or damage.
- (vi) If drones of any type are used by or on behalf of Subcontractor, Unmanned Aircraft Liability Insurance covering injury or damages caused by drone use with minimum limits of \$5,000,000 per occurrence. Such insurance may be added by endorsement to the CGL policy with coverage not less broad than ISO CG 24 50 06 15.


(b) Subcontractor may meet the specified minimum liability limits through a combination of primary policies with umbrella/excess policies, but only if such umbrella/excess policies provide coverage at least as broad as the primary policies. The Subcontractor agrees to notify the Contractor of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The Subcontractor's Commercial General Liability policy shall be endorsed to provide the general aggregate limit applies separately to this Project.

(c) All insurance required hereunder shall be maintained in full force and effect in a company or companies satisfactory to the Contractor with an A.M. Best rating of A-VII or better, at Subcontractor's expense, including the payment of all premiums, deductibles and self-insured retentions applicable to such policies or claims thereunder, and until performance in full of all obligations due hereunder, including warranty obligations, or until such later time as provided for herein.

(d) All insurance shall be subject to the requirement that the Contractor must receive prior written notice thirty (30) days before cancellation of or failure to renew any such policy. In the event of the threatened cancellation for nonpayment of premium, the Contractor may pay the same on behalf of the Subcontractor and deduct the payment from the amounts then or subsequently owing to the Subcontractor.

(e) The Contractor, Indemnitees, and any other party requested by Owner shall be named as additional insureds on the Subcontractor's and sub-subcontractors' liability insurance policies except for Workers' Compensation and Professional Liability. To the maximum extent permitted by law, the coverage provided to the additional insureds on the CGL


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1 and umbrella/excess policies shall be provided by a policy provision or an endorsement which is as broad as ISO CG 20-10 04
2 13 for ongoing operations in combination with ISO CG 20-37 04 13 for completed operations; provided, however,
3 Subcontractor shall provide ISO CG 2010 11-85 or equivalent coverage where available from its insurer and permitted by law.
4 Forms ISO CG 20-33 and ISO 20-39 are not acceptable. The additional insured coverage for completed operations shall be
5 included on all renewals of such policies until the statute of limitation or statute of repose, whichever is longer, applicable to
6 the Subcontractor's work and the Project have lapsed. The insurance requirements set forth in this Subcontract, including but
7 not limited to the additional insured requirements, are in addition to and not in any way in substitution for all other protection
8 provided under the Subcontract, including Article 22 (Indemnification). Unless expressly approved by Contractor in writing,
9 Subcontractor's obligation to provide additional insured coverage cannot be satisfied with an Owner's and Contractor's
10 Protective liability insurance policy.

11 (f) Unless prohibited by applicable law, Subcontractor shall cause to be prepared and submitted to Contractor
12 Certificate(s) of Insurance, additional insured endorsements and a Subcontractor Insurance Compliance Statement complying
13 with the requirements of this Article. No payment shall be considered due and owing hereunder until the required Certificate(s)
14 of Insurance, additional insured endorsements and Subcontractor Insurance Compliance Statement satisfactory to the
15 Contractor, have been received by the Contractor. In addition, failure of the Subcontractor to maintain the insurance required
16 herein, or provide the required Certificate(s) of Insurance, additional insured endorsements and Subcontractor Insurance
17 Compliance Statement within the time periods required by Paragraph (h) of this Article, shall constitute a material breach of
18 this Subcontract, entitling the Contractor to any remedies available including, at its option, to immediately terminate the
19 Subcontract pursuant to Article 19 hereof or declare the Subcontract null and void.

20 (g) All insurance available to or provided by the Subcontractor hereunder (including umbrella/excess policies)
21 shall be primary to and will not seek contribution from any other insurance or self-insurance available to Contractor or any
22 additional insured, and Subcontractor's coverage shall be to the full limits of liability, even if those limits exceed the minimum
23 limits specified herein. The minimum requirements do not represent a determination of the insurance coverage the
24 Subcontractor should or should not maintain for its own protection. Subcontractor's CGL and umbrella/excess policies
25 coverage shall be endorsed as necessary to provide such primary and noncontributory liability.

26 (h) The Certificate(s) of Insurance, additional insured endorsement(s), and Subcontractor Insurance
27 Compliance Statement (where allowed by law) evidencing the required insurance must be filed with the Contractor within thirty
28 (30) days of the Effective Date, unless Subcontractor is scheduled to begin work before then, in which case the Certificate(s)
29 of Insurance, additional insured endorsement(s), and Subcontractor Insurance Compliance Statement shall be provided no
30 less than seven (7) days prior to the Subcontractor's commencement of work hereunder. Article 39 shall survive termination or
31 expiration of this Subcontract.

32 (i) It is the practice of the Contractor to carry Builder's Risk Insurance applicable to the Contract, or, in the
33 alternative, to participate as an additional insured in such a policy that may be furnished by the Owner. The Contractor shall
34 endeavor to include the interest of the Subcontractor, as its interest may appear, under the Project Builder's Risk coverage.
35 The provisions of this Subcontract do not make it mandatory upon the Contractor to carry any insurance whatsoever for the
36 benefit of the Subcontractor. Subcontractor agrees it will assume responsibility to determine whether Builder's Risk Insurance
37 is in force and what coverage is afforded the interests of the Subcontractor, and Subcontractor shall be liable for any
38 deductible amount applicable under the policy to any claim relating to Subcontractor's work. In the event the Contractor
39 should elect to carry Builder's Risk Insurance, the Subcontractor agrees to submit immediately upon demand, a complete
40 breakdown of this Subcontract price showing materials, labor, expendable tools, supplies or any other thing or article of value,
41 the cost of which is included in the Subcontract amount stated herein, all as may be required for the purpose of determining
42 values under said coverage.

43 (j) Subcontractor waives all rights of recovery against Contractor, Indemnitees, any other party requested by
44 Owner, and any other person or entity performing work or rendering services on behalf of Contractor in connection with the
45 planning, development, or construction of the Project, to the extent any losses, claims or damages are covered by any policy
46 of insurance available to Subcontractor. Subcontractor further waives all rights of recovery which are not covered by insurance
47 because of deductible clauses, inadequacy of limits, insurance policy limitations or exclusions of coverage, or Subcontractor's
48 failure to maintain insurance that is required to be maintained as provided herein. Subcontractor shall also require that all
49 insurance policies related to Subcontractor's work secured by Subcontractor or its sub-subcontractors include clauses
50 providing that each insurance underwriter waives all of its rights of recovery by subrogation, or otherwise, against Contractor,
51 Indemnitees, and any other party requested by Owner. Subcontractor shall require similar written express waivers and
52 insurance clauses from each of its sub-subcontractors. A waiver of subrogation shall be effective as to any individual or entity
53 even if such individual or entity (1) would otherwise have a duty of indemnification, contractual or otherwise, (2) did not pay the
54 insurance premium directly or indirectly, or (3) has or doesn't have an insurable interest in any property damaged.

55 **ARTICLE 40 - EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-HARASSMENT POLICY.**

56 (a) The Subcontractor acknowledges that as a government contractor, Contractor is subject to various
57 federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be
58 applicable to Subcontractor and lower tier subcontractors, suppliers and vendors. Accordingly, the Subcontractor,
59 in performing the work required by this Subcontract, shall not discriminate against or harass any applicant or
60 employee, any other worker or other individual on the site, or any minority or disadvantaged business enterprise
61 because of belief, race, creed, color, religion, sex, age, national origin or ethnic background, disability, or sexual
62 orientation, or because s/he is a qualified individual with disabilities or Active-Duty Wartime or Campaign Badge



Contractor



Subcontractor

1 **Veteran. Unless this Subcontract is exempted by the rules, regulations or orders of the Secretary of Labor,**
2 **Subcontractor shall abide by the applicable requirements of and comply with the applicable provisions of Executive**
3 **Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans'**
4 **Readjustment Assistance Act of 1974, as amended; the Immigration Reform and Contract Act of 1986, as amended;**
5 **the Americans with Disabilities Act of 1990, as amended; Title VII of the Civil Rights Act of 1964, as amended; and the**
6 **affirmative action provisions set forth in 41 CFR § 60-1.4(a), 41 CFR § 60-4.3, 41 CFR § 60-250.5, 41 CFR § 60-300.5(a),**
7 **41 CFR § 60-741.4, and 41 CFR § 60-741.5(a). Subcontractor shall comply also with all of the other requirements**
8 **contained in the Code of Federal Regulations that implement these laws, and such regulations are incorporated by**
9 **reference herein. As applicable, these regulations prohibit discrimination against all individuals based on their belief,**
10 **race, creed, color, religion, sex, age, national origin or ethnic background, disability, or sexual orientation, or**
11 **because s/he is a qualified individual with disabilities or Active-Duty Wartime or Campaign Badge Veteran. Moreover,**
12 **these regulations, as applicable, require that covered contractors and subcontractors take affirmative action to**
13 **employ and advance in employment individuals without regard to belief, race, creed, color, religion, sex, age, national**
14 **origin or ethnic background, disability, or sexual orientation, or because s/he is a qualified individual with disabilities**
15 **or Active-Duty Wartime or Campaign Badge Veteran. Subcontractor shall include the above provisions of this Article**
16 **in all lower-tier subcontracts and purchase agreements issued for work to be performed at the site under this**
17 **Subcontract.**

18 (b) It is the policy of Contractor to provide a working environment at its sites and facilities that is free of sexual
19 harassment and harassment, intimidation and coercion based on belief, race, creed, color, religion, sex, age, national origin or
20 ethnic background, disability, sexual orientation, or because a qualified individual with disabilities or Active-Duty Wartime or
21 Campaign Badge Veteran. Sexual harassment includes, but is not limited to, unwanted advances with sexual overtones,
22 statements regarding permissiveness or the sexual reputation of an individual, and intimidation or coercion. Subcontractor
23 shall comply with this policy in the performance of the Subcontractor's work. Subcontractor shall fully investigate any reported
24 violations of this policy involving employees of Subcontractor or any lower-tier subcontractor or supplier to Subcontractor and
25 report the results of such investigation to Contractor. Any offensive materials, including offensive hard hat stickers, shall be
26 removed from the Project immediately upon notice to Subcontractor. Any personnel who are found to have violated this policy
27 shall be removed by Subcontractor from the Project at the direction of Contractor in accordance with Article 32.

28 **ARTICLE 41 - EFFECTIVE DATE.** The effective date of this Subcontract is intended by both parties to be the date
29 indicated at the beginning of this Subcontract. The dates appearing by the signatures at the end of this document merely
30 indicate the dates that the signatures were affixed. If this Subcontract is executed prior to award of the Contract by Owner to
31 the Contractor, this Subcontract shall constitute a pre-bid agreement, which cannot be canceled by either party, and upon
32 award of the Contract to the Contractor, the Subcontract shall become a binding agreement. If the Contract is not awarded to
33 the Contractor, this Subcontract shall be void and of no effect, and neither party shall have any liability or obligation to the
34 other party.

35 **ARTICLE 42 - SCOPE OF WORK.** With respect to Section B hereof, Subcontractor acknowledges and agrees that
36 any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items
37 which are specifically mentioned as being included in, or excluded from, the scope of this Subcontract. Where, in Section B
38 hereof, a division or divisions of the Contract Specifications is referred to in describing the work to be performed under this
39 Subcontract, the Subcontractor shall, unless otherwise specified, perform all of the work required by such division or divisions,
40 plus all additional related work of a similar nature generally performed by the trades or crafts employed or engaged by the
41 Subcontractor in executing the principal work under this Subcontract, whether or not such additional or related work of a
42 similar nature is specifically called for in the plans, in other divisions of the specifications, or in any other of the Contract
43 Documents. If any materials are to be furnished but not installed under the terms of this Subcontract, it is understood and
44 agreed that Subcontractor shall deliver and unload said materials at the jobsite without expense to the Contractor.

45 **ARTICLE 43 - EARLY OCCUPANCY.** Whenever it may be useful or necessary to the Contractor to do so, the
46 Contractor shall be permitted to occupy and/or use any portions of the work which has been either partially or fully completed
47 by the Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not
48 relieve the Subcontractor of its warranty of said work and materials nor of its obligation to make good at its own expense any
49 defect in materials and workmanship which may occur or develop prior to Contractor's release from responsibility to the
50 Owner; provided, however, the Subcontractor shall not be responsible for the maintenance of such portion of work as may be
51 used and/or occupied by the Contractor nor for any damage thereto that is due to or caused by negligence of the Contractor
52 during such period of use. In the event the Owner occupies or uses, prior to final inspection and acceptance, any portion of
53 the work performed by Subcontractor, the maintenance and warranty obligations with respect to such work shall be governed
54 by the applicable provisions of the Contract Documents.

55 **ARTICLE 44 - UTILIZATION OF SMALL BUSINESS CONCERNS.** If the Owner is an agency or instrumentality of
56 the United States Government and the Contract requires compliance with Federal Acquisition Regulation ("FAR") 52.2.219-9,
57 entitled "Small Business Subcontracting Plan", then FAR 52.219-8, "Utilization of Small Business Concerns", is hereby
58 incorporated by reference into the Subcontract, and Subcontractor agrees to comply fully with the requirements of that
59 provision. In addition, if this Subcontract is for the performance of construction services with further subcontracting
60 possibilities and for an amount in excess of \$1.5 million; or if this Subcontract is not for the performance of construction
61 services and for an amount in excess of \$650,000, Subcontractor agrees to adopt a subcontracting plan that complies with the
62 requirements of FAR 52.219-9, entitled "Small Business Subcontract Plan" ("Plan"), and submit a copy of the Plan to
63 Contractor. As a part of this obligation, Subcontractor agrees to submit to Contractor semi-annually Standard Form ISR,



Contractor



Subcontractor

1 Subcontracting Report for Individual Contracts, Standard Form SSR, and Summary Subcontract Report, in accordance with
2 subparagraph (l) of FAR 52.219-9. Contractor shall provide its prime contract number, DUNS number and email address in
3 accordance with subparagraph (v) of FAR 52.219-9 (d) (10), and Subcontractor shall provide the prime contract number,
4 Subcontractor's DUNS number and email address to its lower-tier subcontractors with subcontracting plans in accordance with
5 subparagraph (vi) of FAR 52.219-9 (d)(10).

6 **ARTICLE 45 – CODE OF BUSINESS ETHICS AND CONDUCT.** If the Owner is an agency or instrumentality of the
7 United States Government and the Contract requires compliance with FAR 52.203-13, entitled "Contractor Code of Business
8 Ethics and Conduct", and FAR 52.203-14, entitled "Display of Hotline Poster", and if this Subcontract is for an amount in
9 excess of \$5,000,000.00, and if the Subcontract performance period is more than 120 days, then FAR 52.203-13 and FAR
10 52.203-14 are hereby incorporated by reference into the Subcontract, and Subcontractor agrees to comply fully with the
11 requirements of those provisions.

12 **ARTICLE 46 – E-VERIFY PROGRAM.** If the Owner is an agency or instrumentality of the United States Government
13 and the Contract requires compliance with the FAR entitled: "E-Verify Clause" FAR 52.222-54 then FAR 52.222-54 is hereby
14 incorporated by reference into the Subcontract Agreement, and Subcontractor agrees to comply fully with its requirements
15 regarding verification of employment eligibility of its employees using the E-Verify program. Subcontractor also agrees to
16 incorporate the E-Verify Clause, by reference, into all subcontracts and purchase agreements of every tier with any
17 subcontractor, supplier, distributor, vendor, or firm that furnishes supplies or services under this Subcontract Agreement.

18 **ARTICLE 47– TELECOMMUNICATIONS/VIDEO SURVEILLANCE.** If the Owner is an agency or instrumentality of
19 the United States Government and the Contract requires compliance with FAR clauses 52.204-24, 52.204-25, and 52.204.26,
20 then FAR Clauses 52.204-24, 52.204-25, and 52.204.26 are hereby incorporated by reference into the Subcontract and
21 Subcontractor agrees to comply fully with their requirements regarding the prohibition against manufacturing, purchasing for
22 resale, providing, or installing any equipment, system, or service that uses covered telecommunications equipment or
23 services as a substantial or essential component of any system, or as critical technology, as part of any system produced by
24 the excluded parties referenced, and updated, in FAR clause 52.204-25. Prior to execution of this Subcontract, Subcontractor
25 shall certify that it has reviewed the list of excluded parties in the System for Award Management (SAM) for entities excluded
26 from receiving federal awards for covered telecommunications equipment or services. Subcontractor also agrees to
27 incorporate these three FAR clauses, by reference, into all subcontracts and purchase agreements of every tier with any
28 subcontractor, supplier, distributor, vendor, or firm that furnishes supplies or services under this Subcontract.



Contractor



Subcontractor

ARTICLE 47 - HEADINGS. The Article headings used in this Agreement are for ease of reference only and shall not be considered a part of or affect the interpretation or meaning of this Agreement.

SECTION E. SPECIAL PROVISIONS.


ACKNOWLEDGEMENT OF COMPLETE INSTRUMENT: Bound in and with these 19 pages numbered 1 of 19 through 19 of 19, and hereby acknowledged as being received by Subcontractor, are the following exhibits or attachments numbered: 2A – 2C and 19A – 19E.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators and assigns, on the day and year first above written.

Parkinson Construction Company
(Subcontractor)

HENSEL PHELPS CONSTRUCTION CO.
(Contractor)

By: 

By: 

Title: President 03 / 09 / 2021
Date

Title: Project Manager 03 / 09 / 2021
Date

7826 Eastern Ave, NW Suite 502

Washington, DC 20012
(Address of Record)


Contractor


Subcontractor

Continued from Page 19 of 19

SECTION E: SPECIAL PROVISIONS

General and Special Contract provisions:

SECTION E: SPECIAL PROVISIONS

1. The normal work hours for construction shall be four (4) ten-hour days from 6:30 a.m. to 4:30 p.m. Under this schedule, Fridays will be used for making up schedule delays caused by this Subcontractor, adverse weather, and/or holidays at the direction of Contractor's Superintendent. Any request to work outside these hours must be provided in writing to Contractor fourteen calendar days prior to the desired day of alternate work hours and will be subject to the discretion of the Contractor's Superintendent.
2. Subcontractor's that do not complete their scheduled activities during the normal work hours (Monday through Thursday from 6:30 a.m. to 4:30 p.m.) due to schedule delays caused by this Subcontractor are required to work Fridays and Saturdays (if required) to make up the schedule delays. This Subcontractor will compensate the Contractor's supervision and craft, other subcontractor's supervision and craft, and Government personnel that are required to be onsite during make up days for delays caused by this subcontractor.
3. Once utility service has been provided to the building, temporary electrical power for construction use by all Subcontractors will be provided to a central location(s) on each floor as determined by Contractor. Distribution of power from the central location to Subcontractor's work area will be the responsibility of the Subcontractor. Contractor will not provide power or special breakers for electric welders or 3-phase power of any application. Prior to utility service being established, Subcontractor shall provide their own temporary power.
4. Once utility service has been provided to the building, the Contractor (through the Mechanical/Plumbing Subcontractor) will provide a source of non-potable construction water reasonably close to the point of use for all work activities requiring water. The Subcontractor will be responsible for connection to the source, distribution to the point of use, and pressure increase required for special applications. The Contractor will not provide potable drinking water, cups or ice for the Subcontractor. Until utility service is active to the building, Subcontractor shall furnish all water necessary for its activities.
5. In the event of back charges between the Contractor and the Subcontractor or the Subcontractor and another Subcontractor, the Contractor and the Subcontractor will be entitled only to the direct cost of the additional work or repairs in question. No percentage mark-ups for indirect costs such as overhead and profit will be allowed.
6. In the event work is completed on a Time and Materials (T&M) Basis, the work must be authorized by the Contractor's Superintendent or Project Manager prior to commencement. A detailed description of the work completed needs to accompany the T&M Ticket for prompt payment. Failure to provide a signed, preapproved work ticket shall result in delay and/or denial of payment for work claimed.
7. If Subcontractor's work creates the need for such, Subcontractor will, at its own expense, prepare a traffic control plan compliant with appropriate jurisdictional standards; obtain appropriate permits, and provide flag persons, traffic control supervision, and barricades, etc., necessary for proper traffic protection and control. Fines for improper traffic control imposed by applicable authorities will be the responsibility of Subcontractor.
8. Subcontractor will provide all scaffolding, lifts, swing stages, ladders, or other means of access required to perform the Work of this Subcontract – including furnishing, erection, maintenance, and removal – unless specifically noted otherwise in Section B of this Agreement.
9. Subcontractor will provide all means of hoisting required to perform the work of this Subcontract, unless specifically noted otherwise in Section B of this Agreement.
10. All durations in the Project's Schedule, and subsequent CPM schedules are inclusive of inclement weather days (based on NOAA historical data) and holidays; additionally, weather days are included in the activity durations in the Project Schedule.
11. Subcontractor is required to provide its onsite quality control representative with an iPad or similar wireless device that will work with Contractor's Prolog mobile software to fully facilitate the Contractor's Quality Control Program and other required reporting/documentation to the Contractor.
12. Subcontractor's Schedule of Values (SOV) shall allocate no less than 5% of its installation amount towards punch-list, as-builts, and any final submittal requirements.



Contractor



Subcontractor

13. Seal all penetrations through walls, roofs, floors, access flooring, and ceiling assemblies (including fire and sound caulking) to maintain the integrity and rating of the original assembly, as well as to maintain the water tightness of the building envelope through the course of construction.
14. Coordinate penetrations through shielding with Contractor to maintain shielding integrity. Any penetrations by this Subcontractor shall be installed prior to the shielding and in accordance with the shielding consultant's details for proper termination by the shielding contractor. Subcontractor is responsible for all costs resulting from penetrations installed after shielding, or not in accordance with the shielding consultant's details.
15. Subcontractor shall perform all required attachments and/or isolation devices prior to spray fireproofing and insulation operations and shall be responsible for the cost of cleanup, repairing or patching any fireproofing or insulation damaged by its work activities. It will be the responsibility of the Subcontractor to repair all fireproofing and insulation damaged in the course of its work.
16. Subcontractor shall protect against, or remove, snow and ice from its work areas and stored materials which would otherwise prevent its work from proceeding. The Contractor shall be responsible only for the protection against, or removal of, snow and ice from primary pathways and access roads. All other protection from water necessary for performance of the Subcontractor's work shall be performed by the Subcontractor.
17. Subcontractor shall provide dewatering for their scope of work if required.
18. No long-term storage will be allowed inside the buildings. No more than one (1) week's supply of material for each area of work shall be stocked onsite at one time. The cost of any offsite storage required by the Subcontractor is the responsibility of the Subcontractor.
19. In addition to the JIP and QCP, Contractor will issue Subcontractor a BIM and Prefabrication Execution Plan. The purpose of the plan is to outline procedures and requirements associated with the development and application of a 3D model for coordination of building components and systems and requirements for offsite fabrication. Offsite fabrication will be utilized to the greatest extent possible to minimize waste, field storage and expedite installation in the field by all trades.
20. Housekeeping: A line item for "clean up" shall be established from within the base contract value for use in this Subcontractor's Schedule of Values (SOV). The value of this line item is to be negotiated with the Contractor's Project Manager upon establishment of the SOV. Upon verification of satisfactory "clean up" each month, the Subcontractor will be permitted to bill a portion of the line item at a rate equal to the earned value percentage of the work in place. Adequate cleaning shall be determined by the Contractor's Project Superintendent in accordance with Section D, Article 12. If the Subcontractor's cleanup efforts are determined to be less than satisfactory, all or a portion of the "clean up" line item billing for that month will be deducted from this Subcontract via Change Order to offset the Contractor's cost to perform adequate "clean up" for this Subcontractor. The Contractor will provide documentation of the Subcontractor's "clean up" deficiencies via written notification.


In addition to daily cleaning of debris and waste generated by their own work, while working onsite every subcontractor will provide the Contractor with a minimum of eight (8) man-hours of labor effort weekly for the composite clean-up crew to clean common areas and organize the jobsite as necessary. Above this minimum, the exact additional labor effort will be calculated according to the following table to no limit, and will include all craftspeople under the responsibility of each subcontractor (including lower tier subcontractors):

Total Number of this Subcontractor's Craftspeople (including lower-tier Subcontractors) Working Onsite	Total Weekly Labor Effort on Composite Cleaning Crew Required by this Subcontractor
1 – 5	8 MH/WK
6 - 15	16 MH/WK
16 - 25	24 MH/WK
26 - 35	32 MH/WK
36 - 45	40 MH/WK
Continue in increments of 10	ADD 8 MH/WK

Should Subcontractor fail or refuse to participate in weekly composite cleaning crew in accordance with the aforementioned, the Contractor will provide supplementary forces to resolve the lack of participation at Subcontractor's expense.

21. Subcontractor shall submit all Certified Payroll reports to Contractor through e-MARS. Subcontractor is responsible for establishing an account, inputting payroll information, and resolving compliance issues into the e-MARS reporting system. All costs associated with Subcontractor's use of the e-MARS system are included in this Subcontract Agreement.


Contractor


Subcontractor

22. This project is on a critical, active Government installation. Subcontractor will take measures to ensure existing utilities are not impacted during the course of their work. If utilities are impacted as a result of this Subcontractor's work, whether planned or not, Subcontractor will provide temporary services during the utility impact. If required by the Owner or Contractor, Subcontractor will make provisions to have temporary utilities available on-site prior to the impact.

PROJECT-SPECIFIC SECURITY REQUIREMENTS

23. Subcontractor is responsible for ensuring that all employees and tier subcontractor employees who will require site access are vetted and badged in accordance with Government security procedures for this contract. Subcontractor is responsible to submit all vetting information sufficiently in advance of required work onsite. Subcontractor's failure to obtain timely approval of its employees or tier subcontractor employees for site access is not an excusable reason for delay.

24. Subcontractor acknowledges that the Project is being constructed within a secure Government installation. The Subcontractor agrees that it has fully familiarized itself with security procedures associated with inspection of material deliveries to the base, hours, badging, required haul routes, etc. and acknowledges that all costs associated with material and equipment delivery to the Project site are included in the Subcontract amount.

25. Program materials for this contract are designated "Unclassified//For Official Use Only" (U/FOUO). Subcontractor is responsible to implement document security procedures and safeguard U/FOUO information in accordance with all document security requirements for the project.

26. Subcontractor is responsible for ensuring that all its employees, vendors, and its tier subcontractor employees who work on this project are U.S. Citizens. Subcontractor will submit a "Statement of Affiliation" for itself and all tier subcontractors, vendors, and suppliers who will perform work under this contract. The Statement of Affiliation must be approved by the Government before access to program materials or site access will be granted. Subcontractor is responsible to submit all Statements of Affiliation sufficiently in advance of required work under the contract. Subcontractor's failure to obtain timely approval of its tier subcontractors, vendors, or suppliers is not an excusable reason for delay.

PRIME CONTRACT FLOWDOWN PROVISIONS

27. All materials furnished under this Subcontract Agreement will comply with the applicable Buy American Act.

28. The Prime Contract identifies notification requirements and time periods required. Subcontractor will provide required notices to Contractor for notification to the Owner. Subcontractor agrees to provide notices to Contractor one (1) calendar week prior to the notification requirement specified in the Prime Contract. Subcontractor's failure to provide complete and sufficient notice in the time period specified is not an excusable reason for delay or cost impact.

29. The Prime Contract includes references to specific Federal Acquisition Regulations (FAR) Clauses. The complete text of all of the referenced FAR Clauses is available on the Internet at <http://farsite.hill.af.mil/>. The referenced FAR Clauses are requirements of this Subcontract Agreement. The Subcontractor must include specific reference to all FAR Clauses referenced in the Prime Contract in all lower-tier Subcontracts, Purchase Agreements, and/or Purchase Orders. A complete list of the FAR Clauses referenced in the Prime Contract is included in the Job Information and Policy (JIP) Brochure.



Contractor



Subcontractor



HENSEL PHELPS

Plan. Build. Manage.

JOB SITE OFFICE
TR026 Sanford Rd
Fort George G. Meade, MD 20755

February 15, 2021

Nigel Parkinson
Parkinson Construction Company
7826 Eastern Ave, NW Suite 502
Washington, DC 20012

Subject: Gravity Axis Warehouse (GAW) – Subcontract Agreement – 2020143-0401000
Document No. 0401000-0002

Dear Mr. Parkinson:

Hensel Phelps has uploaded Parkinson Construction Company Subcontract Agreement for Review and Signature on HelloSign.

Hensel Phelps requests completion of the following:

- Execution of the Subcontract Agreement on HelloSign

One executed Subcontract will be returned.

Hensel Phelps sent a link to the Subcontract Agreement Contract Documents for Parkinson Construction Company information and use via email through OneDrive.

Early attention to this matter will be greatly appreciated. Should there be any questions or comments regarding the above items, please do not hesitate to contact the undersigned.

Sincerely,

HENSEL PHELPS CONSTRUCTION CO.

Travis Varney
Project Manager

To confirm receipt of the Contract Documents, please sign below.

Signature:

Date: 03 / 09 / 2021

World-Class Innovators. Landmark Buildings. Inspiring Performance.



HENSEL PHELPS

Plan. Build. Manage.

1600 Tysons Blvd., Suite 800
Tysons, VA 22102
703.720.4900

2/15/21

Subject: Job Information Policy Brochure
Gravity Axis Warehouse - 2020143
Document No. 0401000-0003

Enclosed please find a copy of the Job Information Policy (JIP) brochure for the Gravity Axis project. The JIP brochure contains Hensel Phelps' policies, requirements, and information as they pertain to this project. It is imperative that these requirements are fulfilled to ensure a successful project.

Please read the JIP brochure carefully and contact the undersigned with any questions or concerns.

Sincerely,


HENSEL PHELPS CONSTRUCTION CO.

Travis Varney
Project Manager

Attachment: Job Information Policy Brochure

To confirm receipt of the JIP Brochure, please sign below.

Subcontractor: Parkinson Construction Company

Signature: 

Date: 03 / 09 / 2021

World-Class Innovations. Landmark Buildings. Inspiring Performance.

TITLE	Gravity Axis Warehouse - Subcontract - Parkinson
FILE NAME	2020143_040...ontract.pdf and 2 others
DOCUMENT ID	d50288e966c74f2cc20aed5bbed94f67ea9d80fa
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

02 / 18 / 2021

20:17:30 UTC

Sent for signature to Nigel Parkinson (nigel@parkinsonconstruction.com) and Travis Varney (tvarney@henselphelps.com) from tvarney@henselphelps.com
IP: 76.100.235.166



VIEWED

03 / 09 / 2021

19:14:22 UTC

Viewed by Nigel Parkinson (nigel@parkinsonconstruction.com)
IP: 96.231.203.98



SIGNED

03 / 09 / 2021

19:16:21 UTC

Signed by Nigel Parkinson (nigel@parkinsonconstruction.com)
IP: 96.231.203.98



VIEWED

03 / 09 / 2021

20:18:29 UTC

Viewed by Travis Varney (tvarney@henselphelps.com)
IP: 107.77.204.182



SIGNED

03 / 09 / 2021

20:18:57 UTC

Signed by Travis Varney (tvarney@henselphelps.com)
IP: 107.77.204.182



COMPLETED

03 / 09 / 2021

20:18:57 UTC

The document has been completed.